Vancouver City Council

Anne McEnerny-Ogle, Mayor
Bart Hansen - Ty Stober - Erik Paulsen
Sarah J. Fox - Diana H. Perez - Kim D. Harless

City Council Meeting Agenda
March 17, 2025

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast (live closed captioning available), CVTV cable channels 23 / HD 323, and on the City's Facebook page.

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance**: Email comments to the City Council until 12:00 p.m. March 17, 2025. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting**: Register in-person at City Hall. In-person registration is open until 6:30 p.m. on March 17, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on March 17, 2025.

Visit the city's website for more information and to register under Public Participation or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

Workshops: 3:45-6:00 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Districting Survey Results
(Approximately 45 minutes)

Aaron Lande, Program and Policy Development Manager, aaron.lande@cityofvancouver.us

Annexation Scenario Review
(approximately 45 minutes, to immediately follow the previous workshop)

Natasha Ramras, Chief Financial Officer, natasha.ramras@cityofvancouver.us

Draft Economic Development Strategy
(Approximately 45 minutes, to immediately follow the previous workshop)

Chris Harder, Deputy Economic Development Director , chris.harder@cityofvancouver.us

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - March 3, 2025

Proclamations

National Robotics Week

International Transgender Day of Visibility

Community Communication
This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Consent Agenda
The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

1. Bid Award - 2025 Central Curb Ramps - Bid ITB 25-12

Staff Report: 051-25

Request: On Monday, March 17, 2025, award a construction contract for the 2025 Central Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager or designee to finalize and execute a contract with Grade Werks Excavating, LLC, Battle Ground, Washington at their bid price of $1,379,790, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

2. Bid Award - O. O. Howard House Roof Replacement - ITB-25-11

Staff Report: 052-25

Request: On Monday, March 17, 2025, authorize the City Manager, or designee, to execute the contract with Signature Roofing, LLC.

David Perlick, Director of Parks, Recreation and Cultural Services, david.perlick@cityofvancouver.us

3. Contract Amendment - 2024 Joint Agency Slurry Seal Project - C-101617

Staff Report: 053-25

Request: On Monday, March 17, 2025, amend the Blackline, Inc, of Vancouver, Washington construction contract for the 2024 Joint Agency Slurry Seal Project for sealing for one additional year for their adjusted bid price of $389,650.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

4. Contract Amendment - Increase the Purchasing Threshold for Multiple Automotive Dealerships Listed on Washington State Contract - C-28423

Staff Report: 054-25

Request: On Monday, March 17, 2025, authorize the City Manager, or designee, to approve purchases under Washington State Contract #28423 for the life of the contact. Authorize a new spending threshold for the dealerships listed on the contract to the maximum authorized amount under the agreement to $15,000,000.

Jake Mahan, Senior Management Analyst, jake.mahan@cityofvancouver.us

5. Grant for Level 2 Energy Audits at Tier 1 Buildings

Staff Report: 055-25

Request: On Monday, March 17, 2025, authorize the City Manager, or designee, to finalize and execute the grant agreement, No. EAG25-11, accepting grant funding for the AWC Energy Audit Grant Program for Energy Audits of City-owned Tier 1 and Tier 2 covered buildings.

Wyatt Jones, Capital Projects Project Manager, Wyatt.Jones@cityofvancouver.us

6. Approval of Claim Vouchers

Request: Approve claim vouchers for March 17, 2025.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Confirmation of Appointment of City Attorney

Homeless Situation Report Update

Comprehensive Plan Land Use Possibilities Update

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.

CITY OF Vancouver WASHINGTON

City of Vancouver Charter Reform Survey

March 17, 2025

Devin Bales
Director of Research,
DHM Research

Phoebe Wagner
Research Manager,
DHM Research

Naama Friedman
Research Associate,
DHM Research

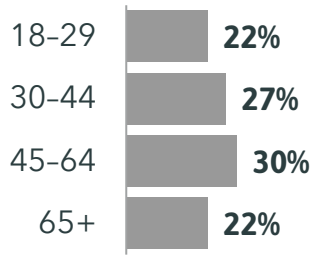
Methodology

- Hybrid phone and text-to-online survey of N=400 Vancouver residents
- Conducted January 27, 2024 – February 2, 2025; 9 minutes to complete
- Quotas were set by age, gender, race, education, income, and region of Vancouver
- Margin of error ±4.9%
- Due to rounding, some totals may differ by ±1 from the sum of separate responses
- The survey includes questions on demographics, high-level perspectives, City Council awareness and representation, voting districts, and term limits.

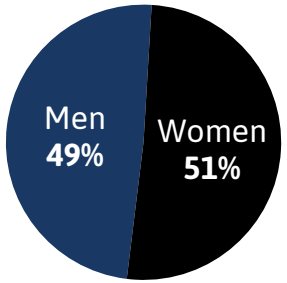
Demographic breakdown of survey respondents

N=400 Vancouver residents

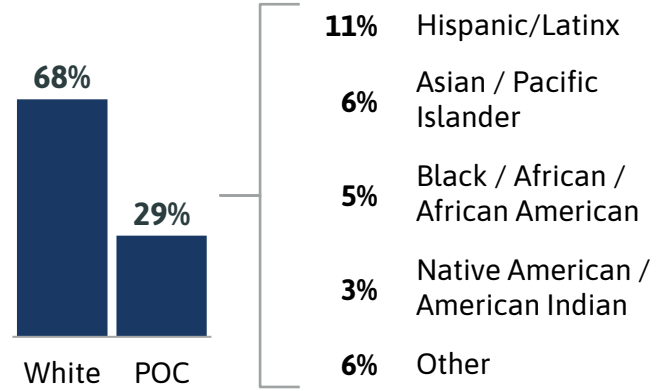
AGE



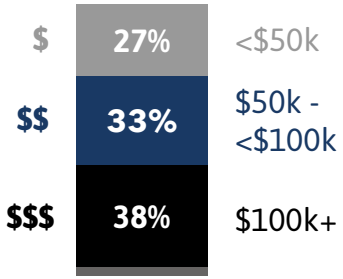
GENDER



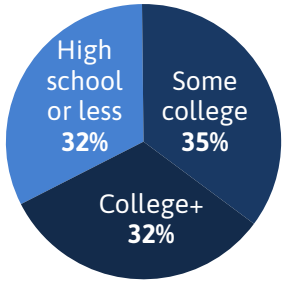
RACE / ETHNICITY



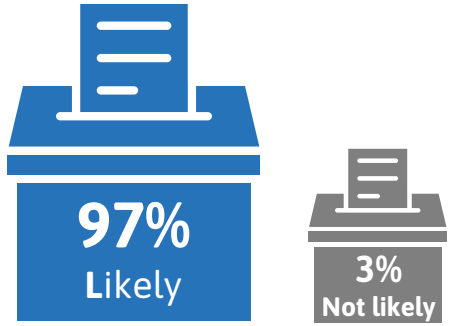
INCOME



EDUCATION



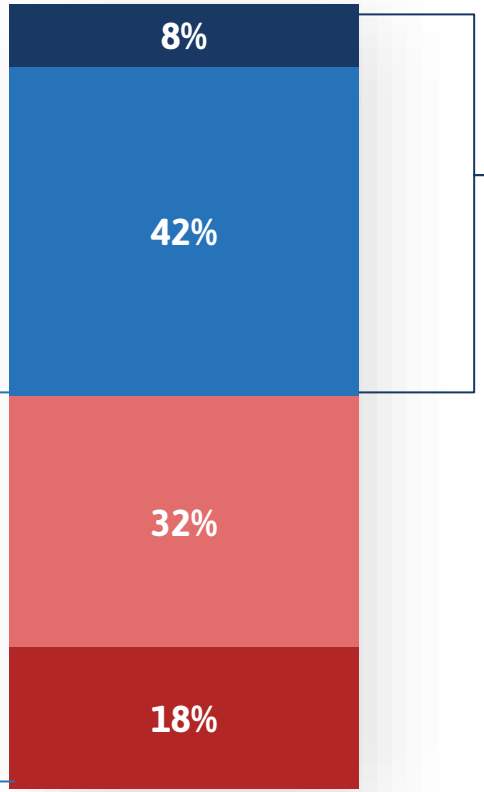
LIKELIHOOD TO VOTE



Residents are split on how closely they follow the Vancouver City Council. Fewer follow it very closely than not at all closely.

50%

Follow Vancouver City Council **not too/not at all closely**



50%

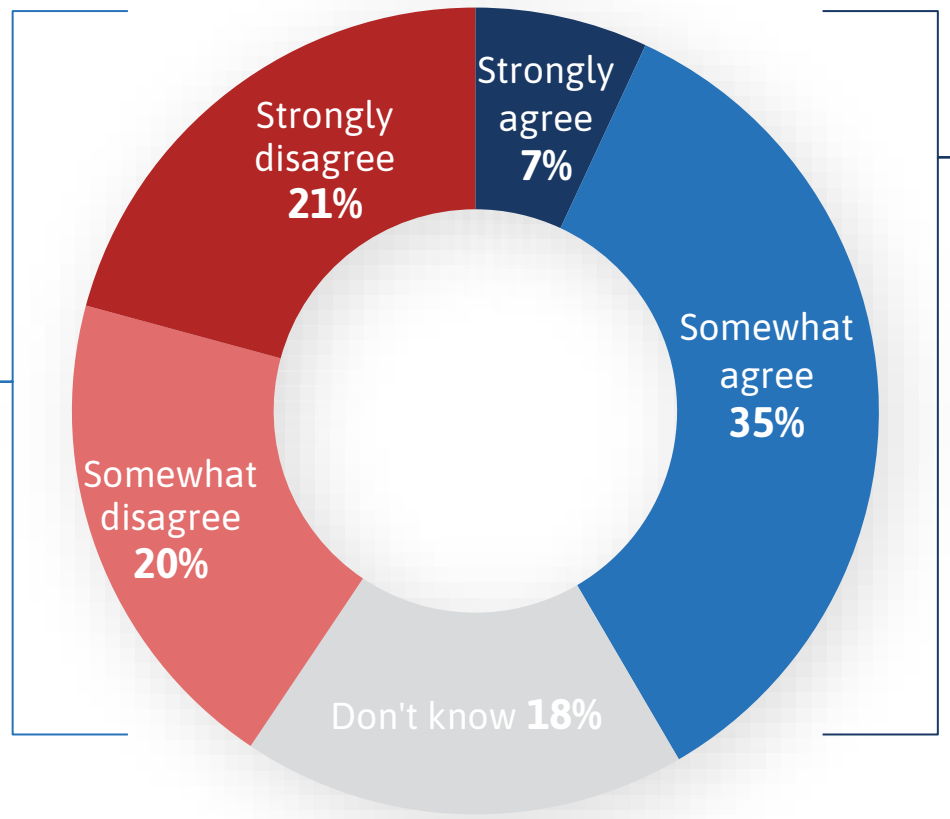
Follow Vancouver City Council **very/somewhat closely**

Residents are also split on how represented they feel by the Vancouver City Council.

Do you agree or disagree with the following statement:
I feel represented by the Vancouver City Council.

40%

Do not feel represented by the Vancouver City Council

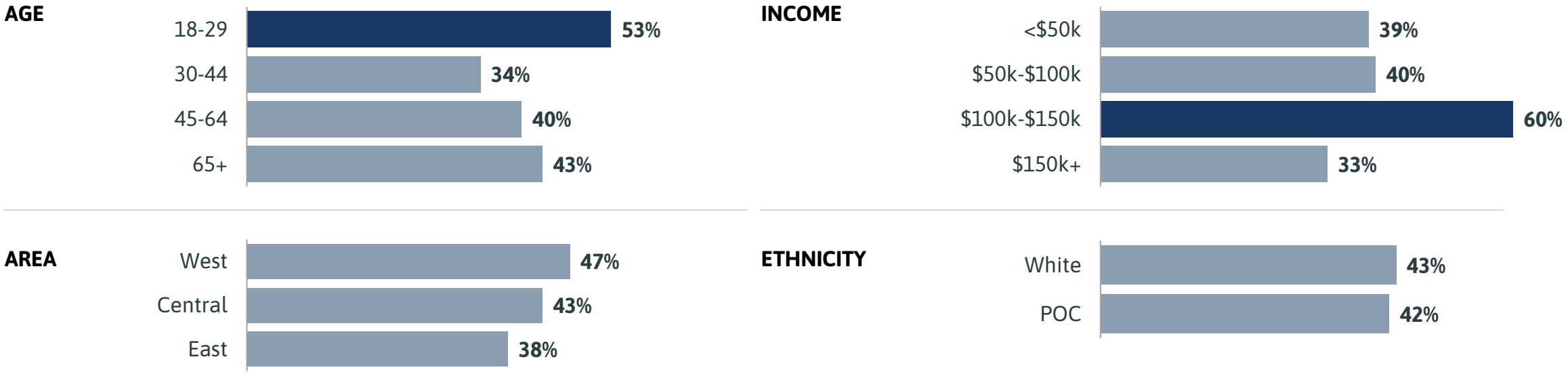


42%

Feel represented by the Vancouver City Council

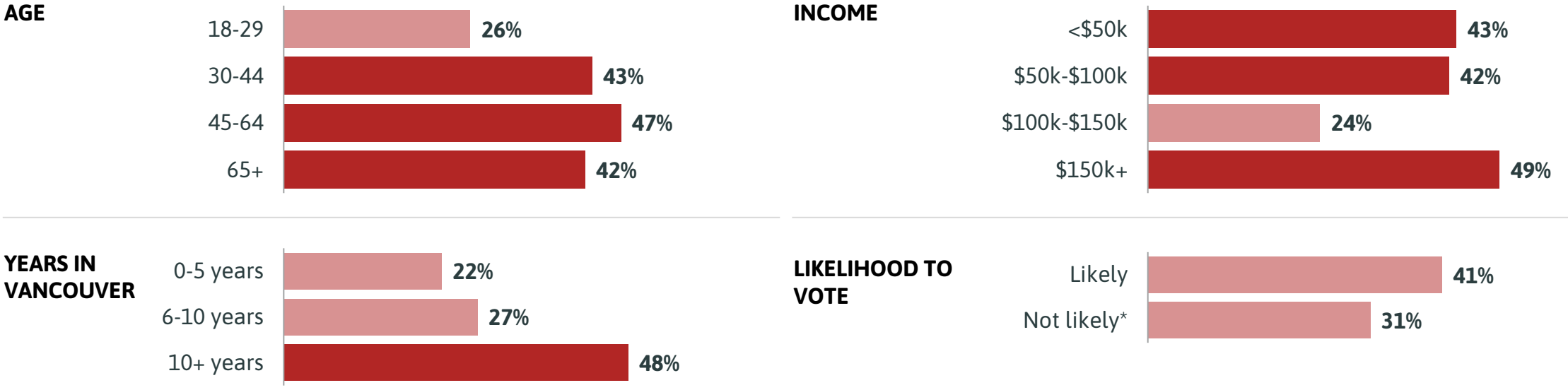
Young residents and those who earn upper-middle incomes are more likely to feel represented by the City Council.

*Showing % who feel they **are represented by Vancouver City Council***

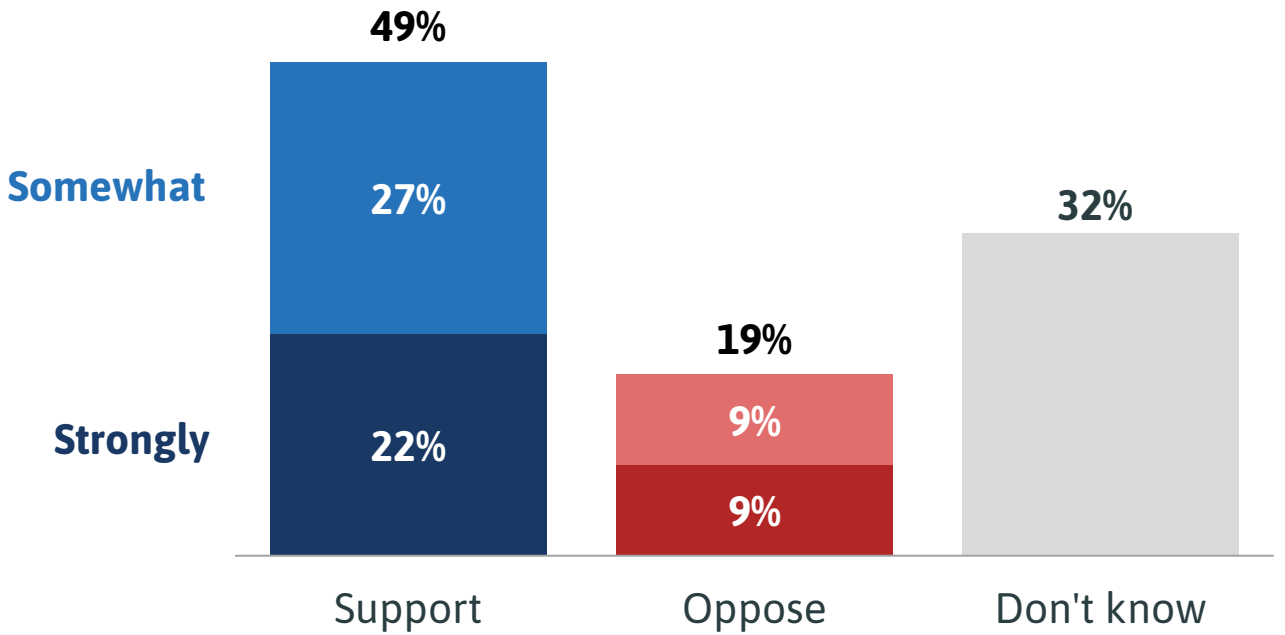


Homeowners and those who have lived in Vancouver for a decade or longer are less likely to feel represented.

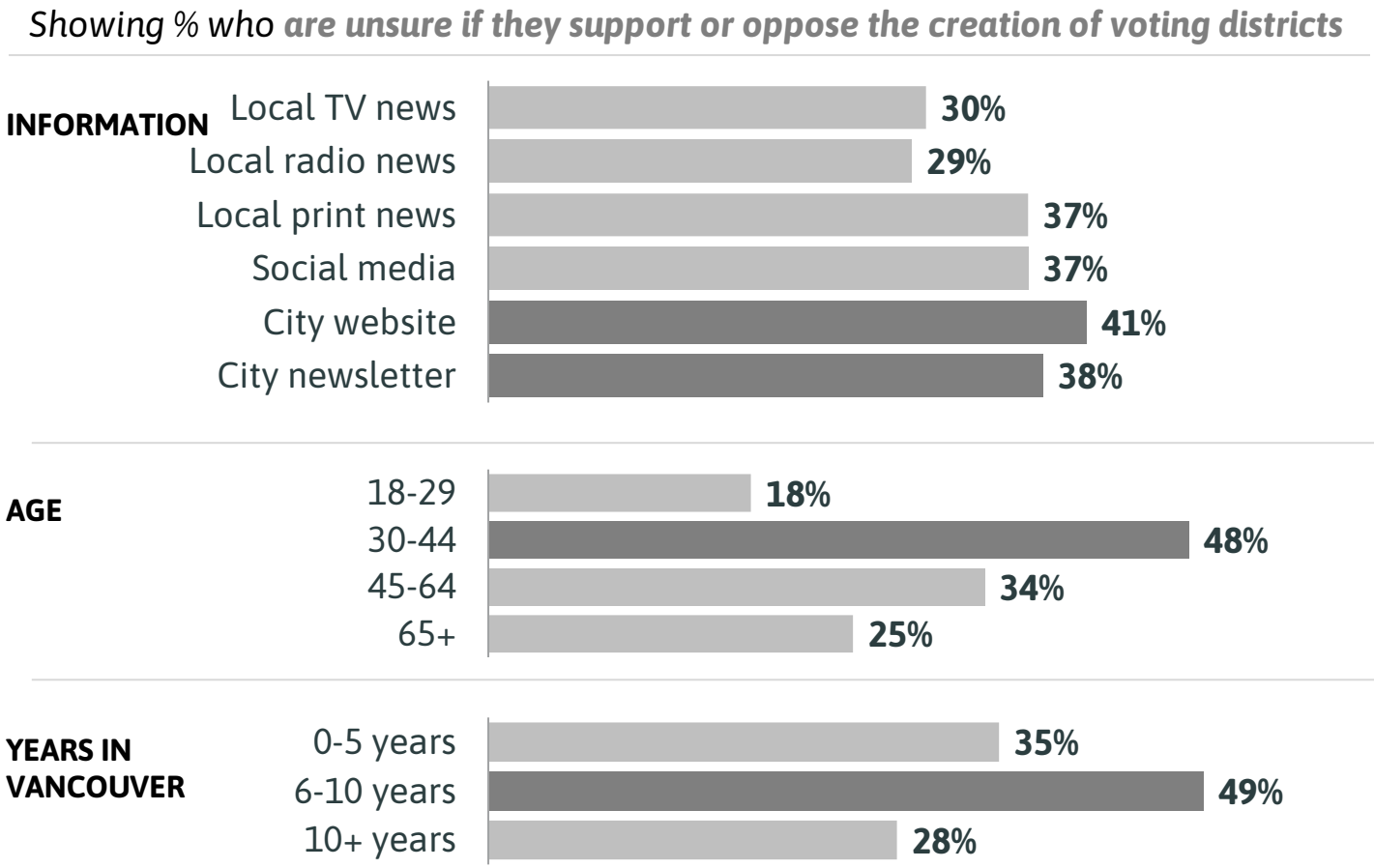
*Showing % who feel they **are not represented by Vancouver City Council***



In a cold test, just under half of residents support the creation of voting districts, while nearly one-third are unsure.



Those who have lived in Vancouver for 6-10 years and are 30-44 years old are most likely to be unsure.

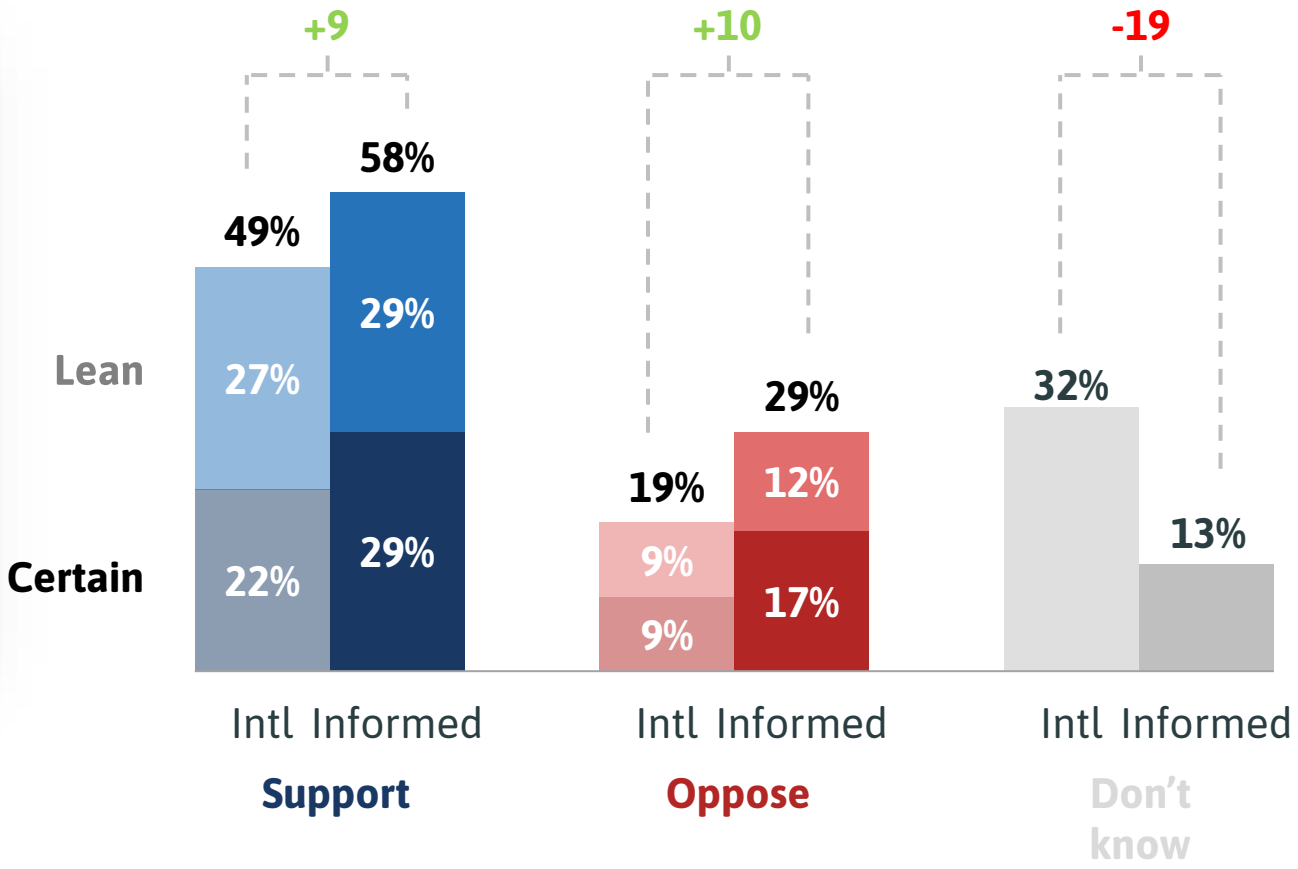


n=130

Both support and opposition increase after learning additional information about the creation of voting districts.

Here is some additional information about the creation of voting districts to elect the Vancouver City Council. Currently, all members of the Vancouver City Council are elected on an at-large basis; all members represent the entire City. The creation of voting districts would mean that council members are elected to represent only their district within Vancouver.

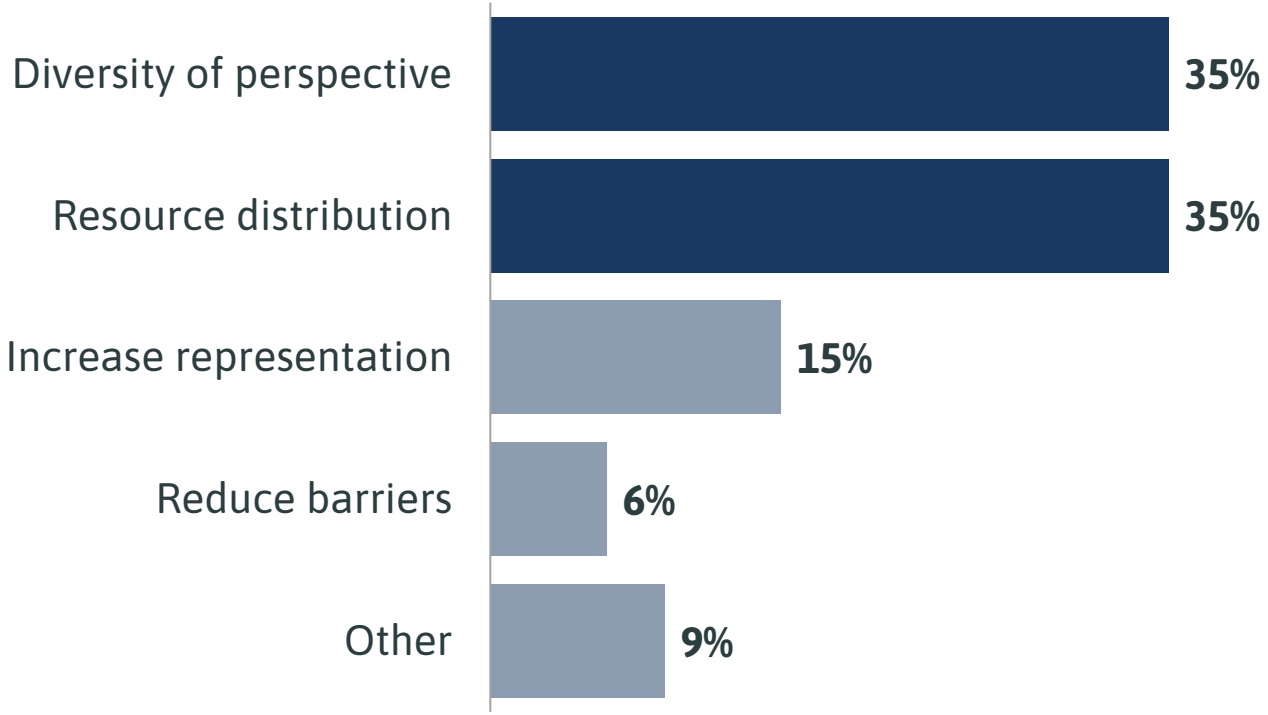
Knowing this, would you support or oppose the creation of voting districts to elect the Vancouver City Council?



Support most increases for East Vancouver residents and people of color but decreases for unlikely voters and $100-$150k earners.

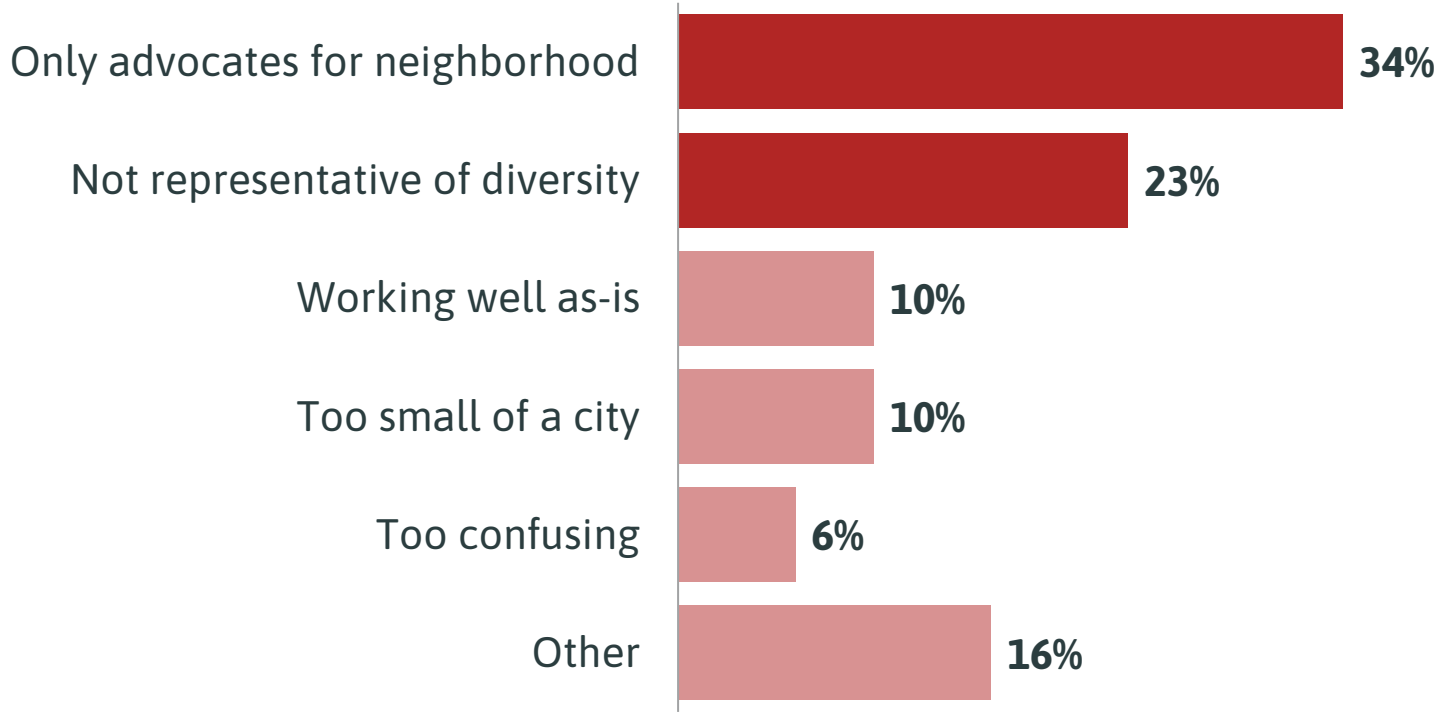
		AGE				RACE		INCOME				AREA			LIKELY TO VOTE	
Ballot Test	Total	18-29	30-44	45-64	65+	White	POC	<$50k	$50k-$100k	$100k-$150k	$150k+	West	Central	East	Yes	No
Initial	**49%**	61%	31%	50%	58%	50%	48%	49%	50%	50%	48%	45%	57%	48%	49%	61%
Informed	**58%**	68%	43%	60%	63%	57%	61%	60%	63%	48%	58%	46%	61%	64%	58%	55%
Increase	**9%**	**7%**	**12%**	**10%**	**5%**	**7%**	**13%**	**11%**	**13%**	**-2%**	**10%**	**1%**	**4%**	**16%**	**9%**	**-6%**

Residents' primary reasons for supporting districts are adding diversity of perspectives and improving resource distribution.



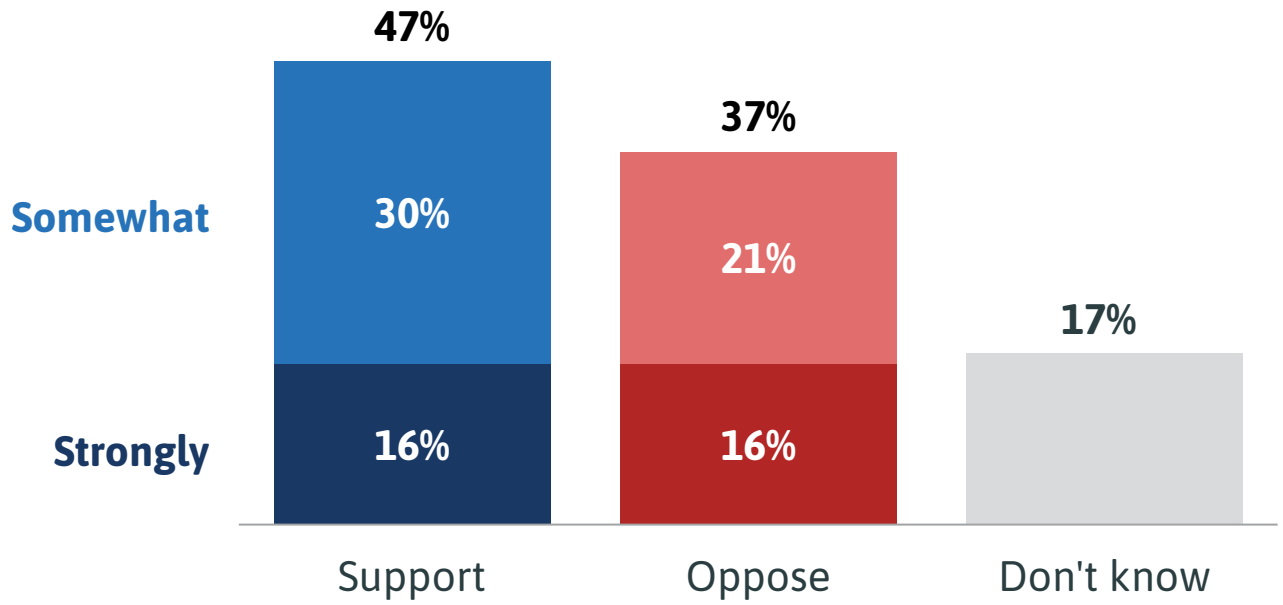
n=231

For those who oppose, the primary concerns are that council members would only advocate for their neighborhood.



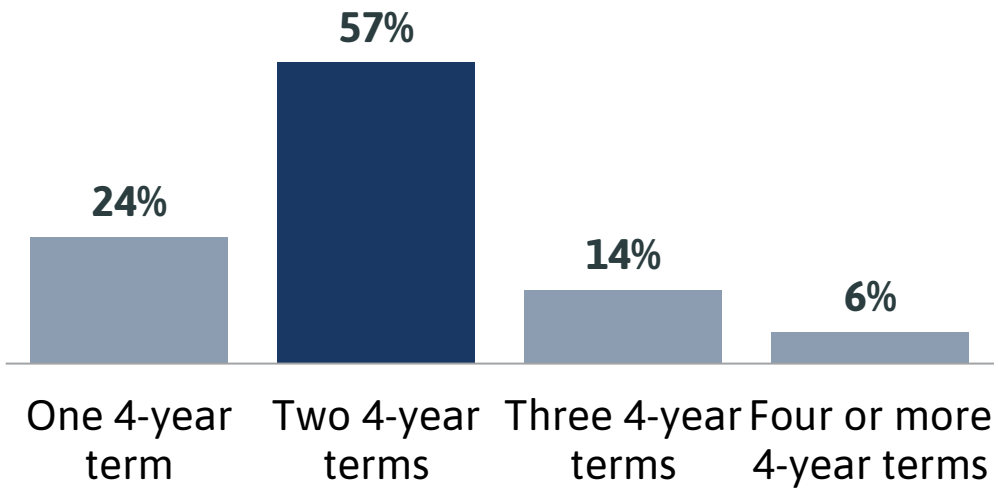
n=116

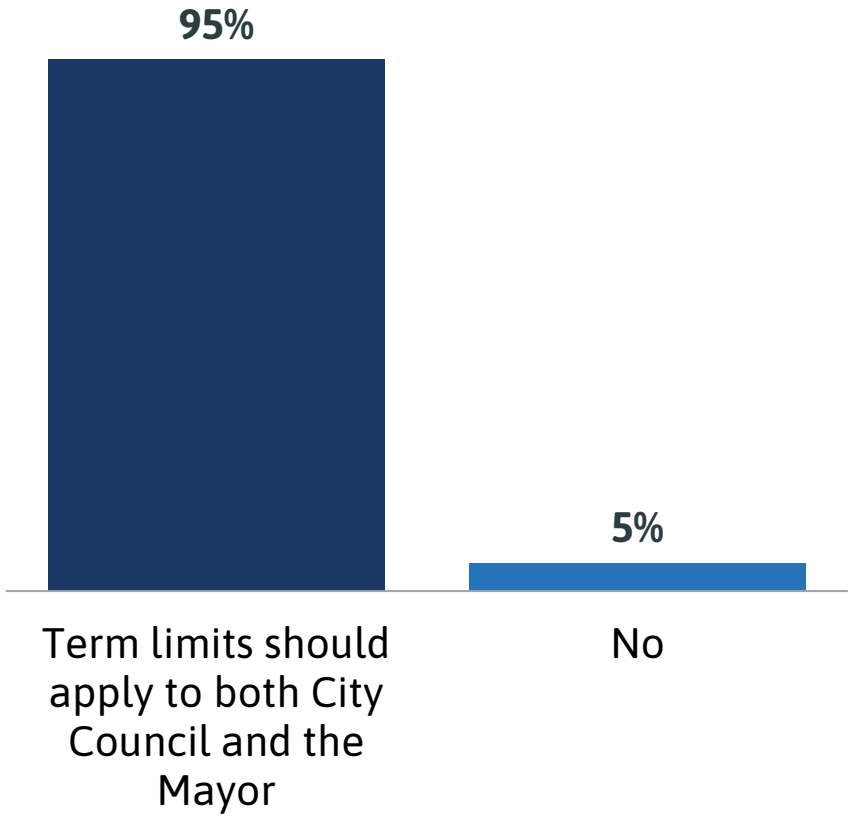
There is a preference for electing “at-large” council members among those who support districts, although neither option is strong.



n=231

Most of those who support term limits prefer two four-year terms and think they should apply to both the Mayor and City Council.





n=319

February 7, 2025

To: Aaron Lande, City of Vancouver
From: Devin Bales and Naama Friedman, DHM Research
Re: City of Vancouver Charter Reform Survey, #50555

Introduction and Methodology

From January 27 – February 2, 2025, DHM Research conducted a survey of Vancouver residents. The purpose of the survey was to assess perspectives and attitudes toward Vancouver City Council, as well as gauge support for charter reform measures, including voting districts and term limits.

Research Methodology

The hybrid survey consisted of N=400 Vancouver residents and took approximately 9 minutes to complete. This is a sufficient sample size to assess opinions generally and to review findings by multiple subgroups including age, gender, race, education level, income, housing type, and area of the city.

Respondents were contacted from a list of registered voters. Telephone respondents were contacted by a live interviewer, and text-to-online respondents received a text invitation directing them to an online survey. In gathering responses, a variety of quality control measures were employed, including questionnaire pre-testing and validation. Quotas were set by age, gender, race, education, income, and region to ensure a representative sample.

Statement of Limitations

Any sampling of opinions or attitudes is subject to a margin of error. The margin of error is a standard statistical calculation that represents differences between the sample and total population at a confidence interval, or probability, calculated to be 95%. This means that there is a 95% probability that the sample taken for the study would fall within the stated margin of error if compared with the results achieved from surveying the entire population. The margin of error for this survey is: $\pm$ 4.9%.

DHM Research Background

DHM Research has been providing opinion research and consultation throughout the Pacific Northwest and other regions of the United States for over 40 years. The firm is nonpartisan and independent and specializes in research projects to support public policy making.

City of Vancouver Charter Reform Survey
January 27 – February 5, 2025
N=400; margin of error +/- 4.9%
9 minutes
DHM Research Project #50555

INTRODUCTION

Hello, my name is _____ from [name of fielding house]. I have some questions about your community (specify if possible). May I please speak to **[name on file]?**

As needed:

- We are not trying to sell you anything.
- The survey should only take a few minutes, and I think you will find the questions interesting.
- Your answers are strictly confidential.

DEMOGRAPHICS

1. How do you describe your gender?

Response category	n=400
Man	49%
Woman	51%
Non-binary or gender non-conforming	--
Another way **[Open]**	--
I prefer not to say	--

2. In what year were you born? _____ **[Collect open end]**
   [Autofill age as:]

Response category	n=400
18–29	22%
30–44	27%
45–64	30%
65+	22%

3. Which of the following best describes your race or ethnicity? *You may choose more than one.* **[Allow for multiple responses]**

Response category	n=400
African	1%
Asian/Pacific Islander	6%
Black/African American	4%
Hispanic/Latino/a/x	11%
Middle Eastern/North African	2%
Native American/American Indian	3%
White/Caucasian	73%
Other	4%
Don't know	1%
I prefer not to say	2%
White alone	**68%**
POC	**29%**

4. In what zip code do you live in? **[Open, code into regions:]**

Response category	n=400
West (98660, 98663, 98661, 98665, 98585)	30%
Central (98662, 98664, 98686)	22%
East (98683, 98684, 98682)	47%

5. What is the highest level of education that you have completed?

Response category	n=400
Less than high school	1%
High school diploma/GED	31%
Some college/2-year degree	35%
College degree/4-year degree	19%
Graduate/professional school	13%
I prefer not to say	1%

6. Which category best describes your gross household income, before taxes? Remember to include everyone living in your household. Your best estimate will do.

Response category	n=400
Less than $25,000	11%
$25,000 to less than $50,000	16%
$50,000 to less than $75,000	14%
$75,000 to less than $100,000	18%
$100,000 to less than $150,000	19%
$150,000 or more	19%
I prefer not to say	3%

7. Do you rent, own your home, or have a different arrangement?

Response category	n=400
Rent	29%
Own	64%
I have a different arrangement	5%
I prefer not to say	2%

In November of 2025, there will be local elections in the City of Vancouver.

8. How likely are you to vote in the November 2025 election?

Response category	n=400
NET Likely	**97%**
Very likely	88%
Somewhat likely	8%
NET Unlikely	**3%**
Somewhat unlikely	2%
Very unlikely	2%
Don't know	--

9. How many years have you lived in Vancouver? **[Record open response, whole number, autofill as:]**

Response category	n=400
0–5 years	17%
6–10 years	16%
More than 10 years	66%
I prefer not to say	n=1

10. Do any children under age 18 live in your home?

Response category	n=400
Yes	23%
No	75%
I prefer not to say	2%

WARM UP

11. In general, do you feel that Vancouver is headed in the right direction, or is it on the wrong track?

Response category	n=400
Right direction	44%
Wrong track	37%
Don't know	18%

UNDERSTANDING PERSPECTIVES

12. Where do you get most of your information about the City of Vancouver? *Select all that apply.* **[Allow multiple responses]**

Response category	n=400
Social media	56%
Local TV news	53%
Local print news	34%
City website	29%
City newsletter	28%
Local radio news	21%

13. How closely do you follow the Vancouver City Council?

Response category	n=400
NET Closely	**50%**
Very closely (I regularly follow updates and decisions made by the Vancouver City Council)	8%
Somewhat closely (I occasionally keep up with news and major decisions from the Vancouver City Council)	42%
NET Not closely	**50%**
Not very closely (I rarely pay attention to the Vancouver City Council's activities)	32%
Not at all closely (I do not follow the Vancouver City Council)	18%

CITY COUNCIL QUESTIONS

The Vancouver City Council has seven members, including a mayor who is elected from the city at large. One Councilmember is appointed biennially to serve as mayor pro tempore and will act as mayor in the mayor's absence.

14. Do you agree or disagree with the following statement: I feel represented by the Vancouver City Council.

Response category	n=400
NET Agree	**42%**
Strongly agree	7%
Somewhat agree	35%
NET Disagree	**40%**
Somewhat disagree	20%
Strongly disagree	21%
Don't know	18%

15. **[If disagree]** What about the Vancouver City Council and/or their actions make you feel like you are not represented? **[Open]**

Response category	n=161
Not for the people / Out of touch	14%
Government mismanagement	13%
Too woke / liberal	13%
Homelessness	12%
Anti-democratic / Not transparent	12%
Infrastructure / Road repairs	9%
Weak on crime / Public safety	8%
Cost of living / Affordability	7%
Traffic	7%
Ineffective / Doing nothing	6%
Lack of information / Don't know their names	5%
Too much growth / Development	4%
Too many regulations / Not enough freedom	4%
Bad for the environment / Trash / Cleanliness	3%
Bad budgeting / Spending	3%
Schools / Children / Parenting	3%
General negative	2%
Other	7%

16. **[If agree]** What about the Vancouver City Council and/or their actions makes you feel represented? **[Open]**

Response category	n=168
They care about the city / Listen to their constituents	15%
Our values align / the City Council's decision making / Similar views	14%
General positive	11%
General neutral / Sometimes feel represented	7%
Infrastructure / Revitalization and development of the city / Growth	5%
Housing for the homeless / Homelessness general	5%
Attended townhall meetings / Met with them	5%
Receive mail / Updates on current events	3%
LGBTQ2+ support / Diversity / Moral concerns	3%
Economic benefit / Finding ways to keep jobs / Small businesses	3%
Focusing on public transportation / Transportation expansion	2%
Law enforcement presence	2%
Affordable housing / Low-income housing	1%
Other	9%
Don't know / Unsure	14%

17. **[If don't know]** What information would you need to better understand how the Vancouver City Council represents you? **[Open]**

Response category	n=71
Receive newsletters / Daily reminders / Easy access to information	24%
Understanding on City Council position / Who are they? / What issues do they address?	15%
Wants to educate self / Needs more general information	12%
Personal beliefs and views / Backgrounds / Their stories	12%
Voting records / Voting history	7%
Other	9%
Don't know / Unsure	14%
Refused	12%

VOTING DISTRICTS

18. Do you support or oppose the creation of voting districts to elect the Vancouver City Council?

Response category	n=400
NET Support	**49%**
Strongly support	22%
Somewhat support	27%
NET Oppose	**19%**
Somewhat oppose	9%
Strongly oppose	9%
Don't know	32%

Here is some additional information about the creation of voting districts to elect the Vancouver City Council.

Currently, all members of the Vancouver City Council are elected on an at-large basis; all members represent the entire City. The creation of voting districts would mean that council members are elected to represent only their district within Vancouver.

19. Knowing this, would you support or oppose the creation of voting districts to elect the Vancouver City Council?

Response category	n=400
NET Support	**58%**
Strongly support	29%
Somewhat support	29%
NET Oppose	**29%**
Somewhat oppose	12%
Strongly oppose	17%
Don't know	13%

20. **[If oppose the creation of voting districts to elect the Vancouver City Council]** What is the primary reason that you oppose the creation of voting districts in Vancouver?

Response category	n=116
Advocates for only their neighborhood instead of the entire city	34%
Districting doesn't represent the diverse communities of Vancouver	23%
Things are working well the way the Council is currently structured	10%
Vancouver is too small of a city to need multiple districts	10%
I think voting districts will make voting for City Council unnecessarily confusing	6%
Some other reason **[Open]**	16%

21. **[If support the creation of voting districts to elect the Vancouver City Council]** What is the primary reason that you support the creation of voting districts in Vancouver?

Response category	n=231
I think voting districts will add diversity of perspective to the council	35%
I think voting districts will improve how resources are distributed across the city	35%
I don't feel represented by the current city council	15%
It would reduce barriers to candidates running for Vancouver City Council	6%
Some other reason **[Open]**	9%

22. **[If support the creation of voting districts to elect the Vancouver City Council]** If Vancouver created voting districts and elected council members by districts, would you support or oppose electing additional "at-large" council members who represent the entire city?

Response category	n=231
NET Support	**47%**
Strongly support	16%
Somewhat support	30%
NET Oppose	**37%**
Somewhat oppose	21%
Strongly oppose	16%
Don't know	17%

23. **[If support the creation of voting districts to elect the Vancouver City Council]** If Vancouver created voting districts and elected council members by districts, which option would you prefer?

Response category	n=231
Each district is represented by one council person	60%
Each district is represented by multiple council people	40%

24. **[If support the creation of voting districts to elect the Vancouver City Council]** If Vancouver created voting districts and elected council members by districts, which option would you prefer?

Response category	n=231
The number of districts stays constant over time regardless of population growth	27%
The number of districts increases as the population increases, up to a statutory maximum number of councilmembers	73%

TERM LIMITS

Vancouver City Council members, including the mayor, serve four-year terms. In the current City Council, two members are in their first term, two are in their second, one is in their third, and one is in their fifth. The Mayor served one term on the council and is in her second term as mayor.

25. Thinking about both the City Council and the Mayor, do you support or oppose term limits?

Response category	n=400
NET Support	**80%**
Strongly support	57%
Somewhat support	23%
NET Oppose	**14%**
Somewhat oppose	8%
Strongly oppose	6%
Don't know	6%

26. **[If support term limits]** How many 4-year terms should a member of the City Council be allowed to serve?

Response category	n=319
One 4-year term	24%
Two 4-year terms	57%
Three 4-year terms	14%
Four or more 4-year terms	6%

27. **[If support term limits]** Should term limits apply to both City Council Members and the Mayor?

Response category	n=319
Yes, both	95%
No	5%

Thank you for your time.



CITY OF Vancouver WASHINGTON

Annexation Scenario Modeling

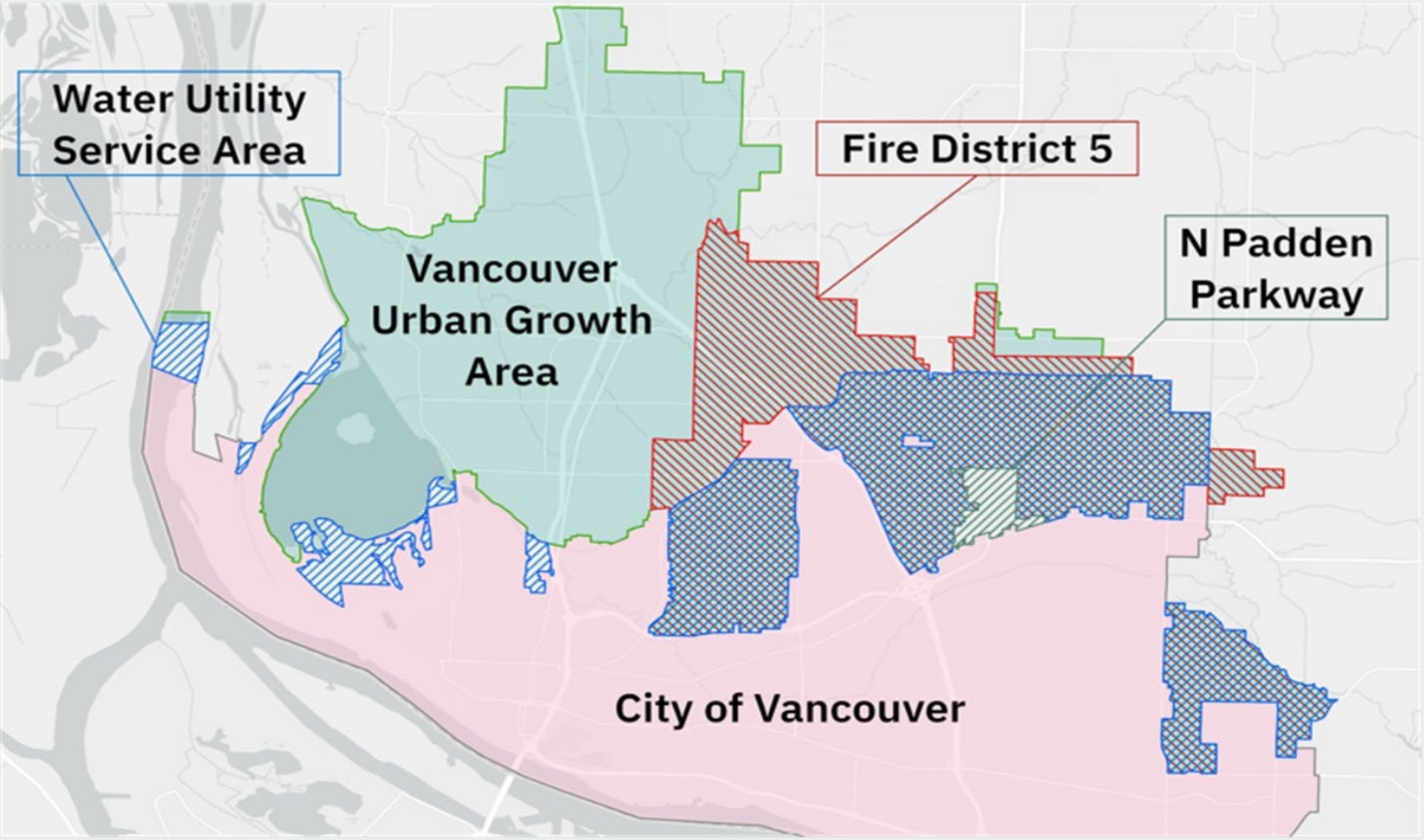
Council Workshop

Natasha Ramras
Chief Financial Officer
Financial and Management Services
March 17, 2025



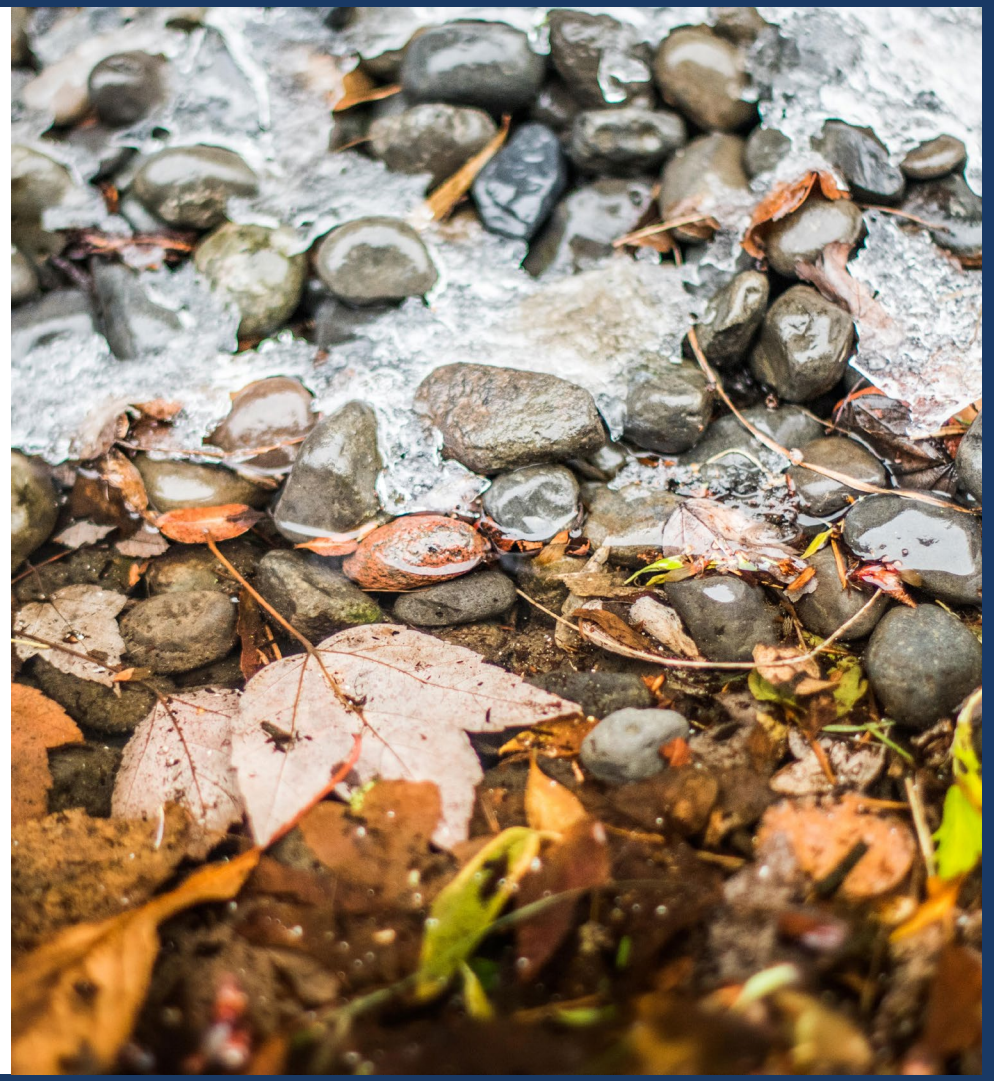
Major Assumptions Overview

- Scenario 1: Fire District 5 up to UGA
- Scenario 2: Water Service Boundary
- Scenario 3: Urban Growth Area (UGA)
- Scenario 4: North SR 500 to UGA
- Takeaways & Summary
- Discussion & Next Steps



Four Separate Scenarios

MAJOR ASSUMPTIONS





Revenue Assumptions

- Property Tax revenue projection was derived from the assessed value of all properties subject to tax in the evaluated area (Clark Co Assessor's data)
- Sales Tax data was derived from data received from WA Department of Revenue
- Limited-term (10 yr.) credit against the state's share of sales tax is included in each scenario, as applicable
- Utility tax data was derived from a change from non-city residents' rates to city-resident rates, as appropriate for each scenario
- Utility tax on private utilities – consistent with city per capita data in these revenue sources
- All scenarios result in proportionate loss of Fire Department 5 payment for services
- All other estimates are based on per capita current revenues

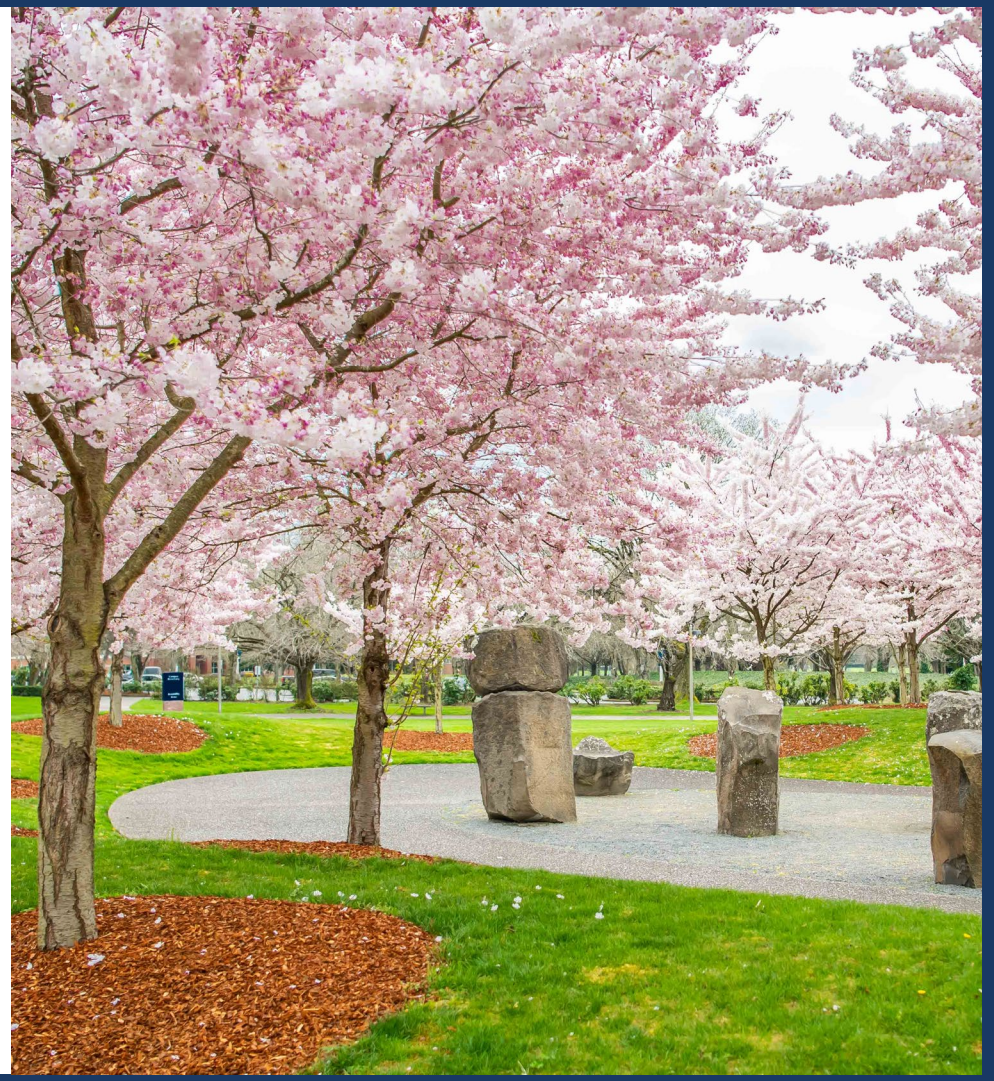
Expenditure Assumptions

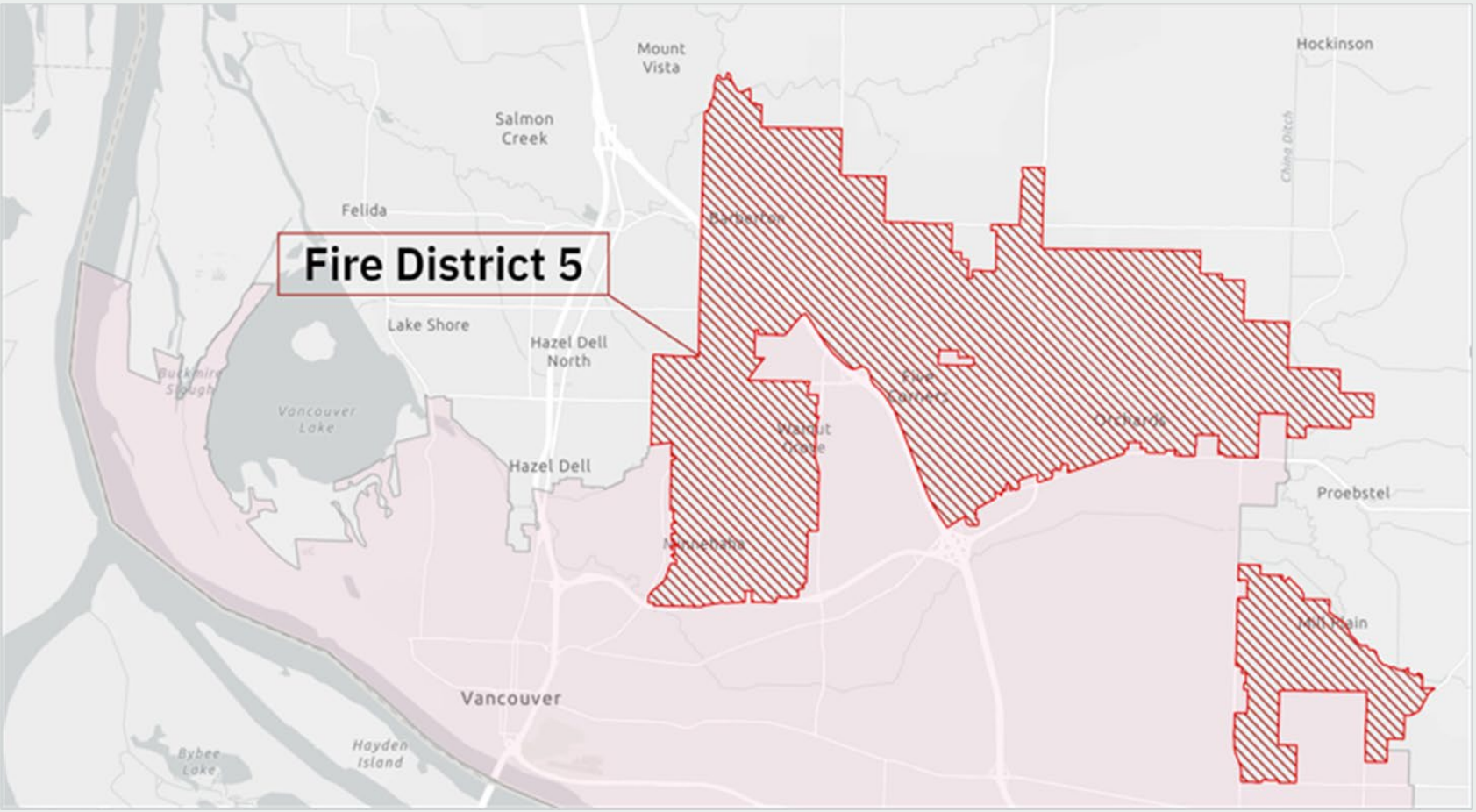
- Police staffing – based on maintaining 1.2 officers for 1,000 people
- Road maintenance – 30% higher than the City's current experience due to deficits in sidewalks/streetlights and a lower level of investment by the County
- All other staffing – proportionate to current staffing levels in all areas
- Assume additional capital facilities to accommodate new staffing, as appropriate
- Assumptions specific to a particular scenario will be outlined in the context of discussion about that specific scenario
- Deficits indicated in each scenario exclude forecasted deficits for current city limits



SCENARIO 1:

ANNEXING UP TO FIRE DISTRICT (FD) 5 BOUNDARY WITHIN THE UGA



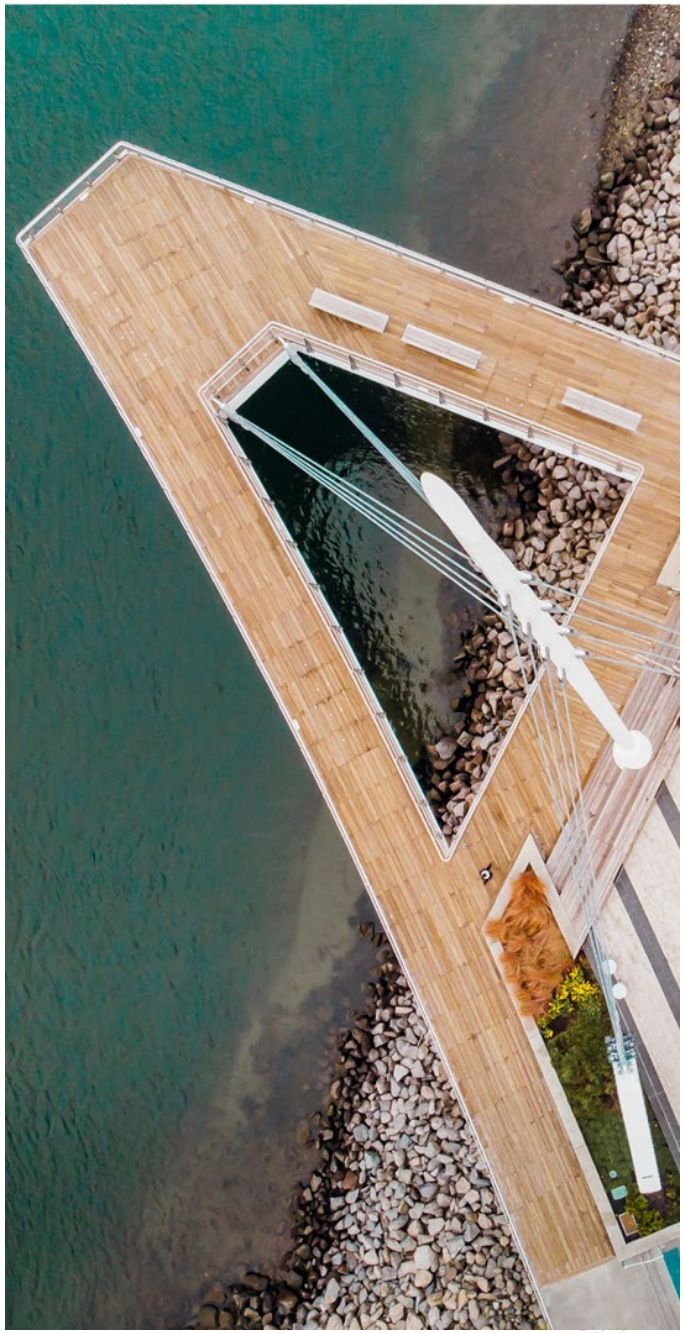


Fire District 5 Boundary up to Urban Growth Area: 95k Residents

Scenario 1: FD 5 to Urban Growth Area ($42m) Deficit Ongoing

REVENUES	$56m
Sales Tax (OG)	$6
Sales Tax (OT)	$14
Property Tax	$32
WSD Utility Tax	-$7
Garbage Tax	$5
Utility Tax on Private	$8
All Other GF	$5
Total General Fund	$63
Fire Fund	-$15
Other Funds	-$8

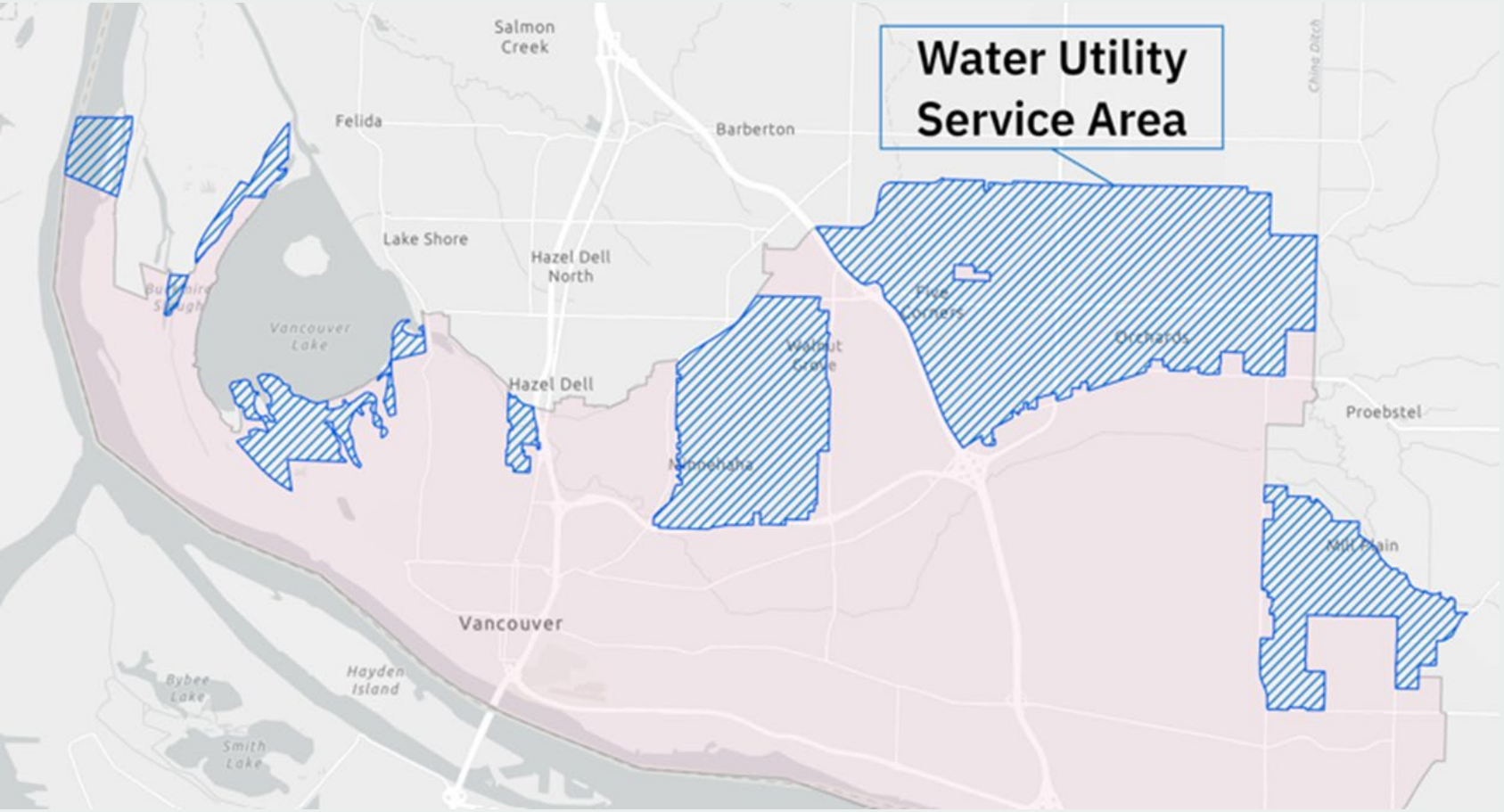
EXPENDITURES (OG)	$98m
Police	$43
Fire	$0
Parks	$9
Streets	$16
Support	$15
Legal, Jail, Corrections	$5
All other	$10
Additional One Time (vehicles)	$9



SCENARIO 2:

ANNEXING UP TO WATER SERVICE BOUNDARY





Water Service Boundary: 76k Residents

Scenario 2: Water Service Area ($50m) Deficit Ongoing

REVENUES	$37m
Sales Tax (OG)	$4
Sales Tax (OT)	$13
Property Tax	$25
WSD Utility Tax	-$14
Garbage Tax	$4
Utility Tax on Private	$7
All Other GF	$3
Total General Fund	$42
Fire Fund	-$11
Other Funds	$6

EXPENDITURES (OG)	$87m
Police	$36
Fire	$9
Parks	$11
Streets	$13
Support	$12
Legal, Jail, Corrections	$4
All other	$2
Additional One Time (vehicles)	$7

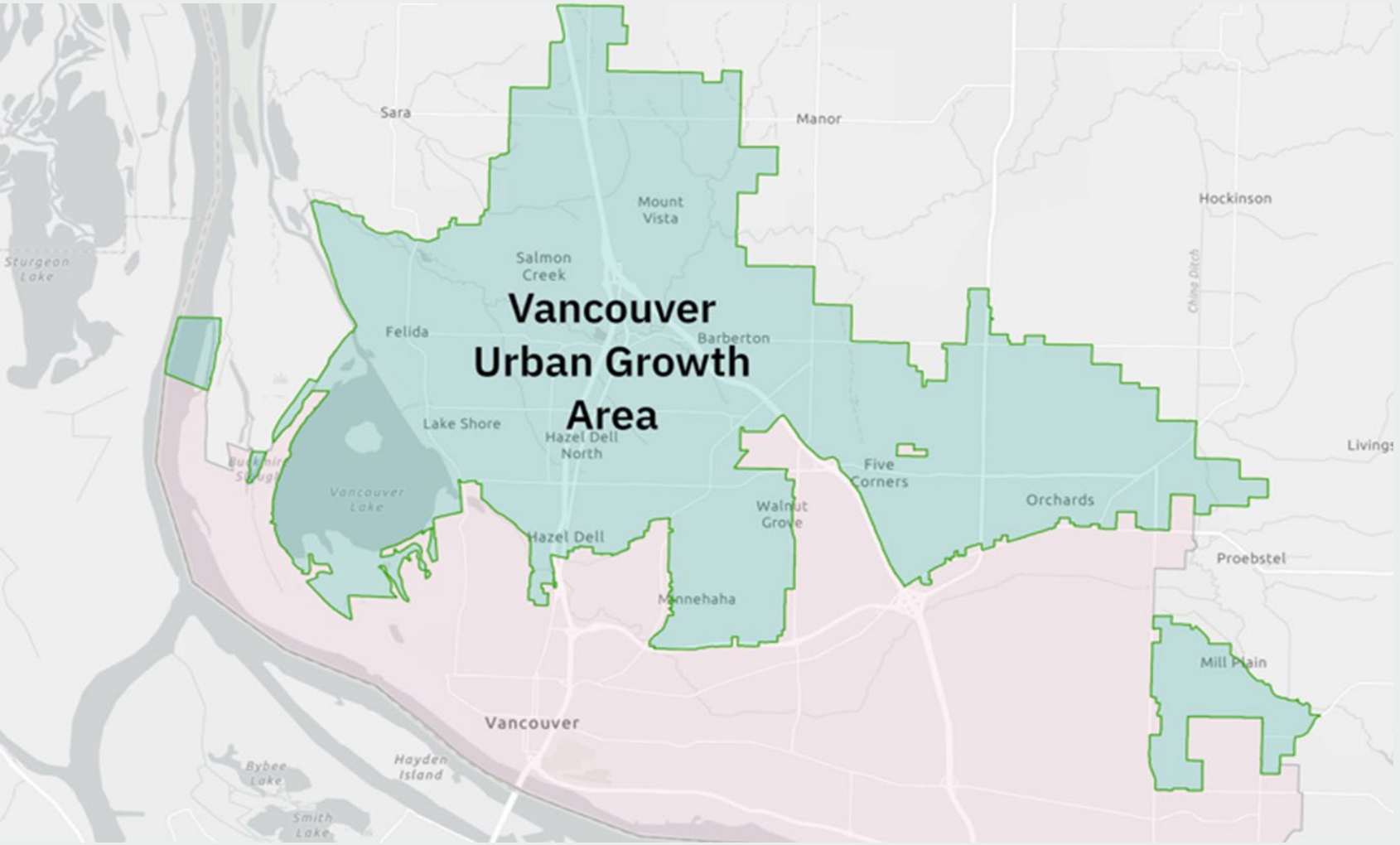




SCENARIO 3:

ANNEXING UP TO URBAN GROWTH AREA





Urban Growth Area: 171k Residents

Scenario 3: Urban Growth Area ($49m) Deficit Ongoing

REVENUES	$145m
Sales Tax (OG)	$14
Sales Tax (OT)	$15
Property Tax	$63
WSD Utility Tax	$24
Garbage Tax	$9
Utility Tax on Private	$11
All Other GF	$8
Total General Fund	$144
Fire Fund	-$15
Other Funds	$16

EXPENDITURES (OG)	$194m
Police	$74
Fire	$26
Parks	$24
Streets	$29
Support	$27
Legal, Jail, Corrections	$8
All other	$6
Additional One Time (vehicles)	$23

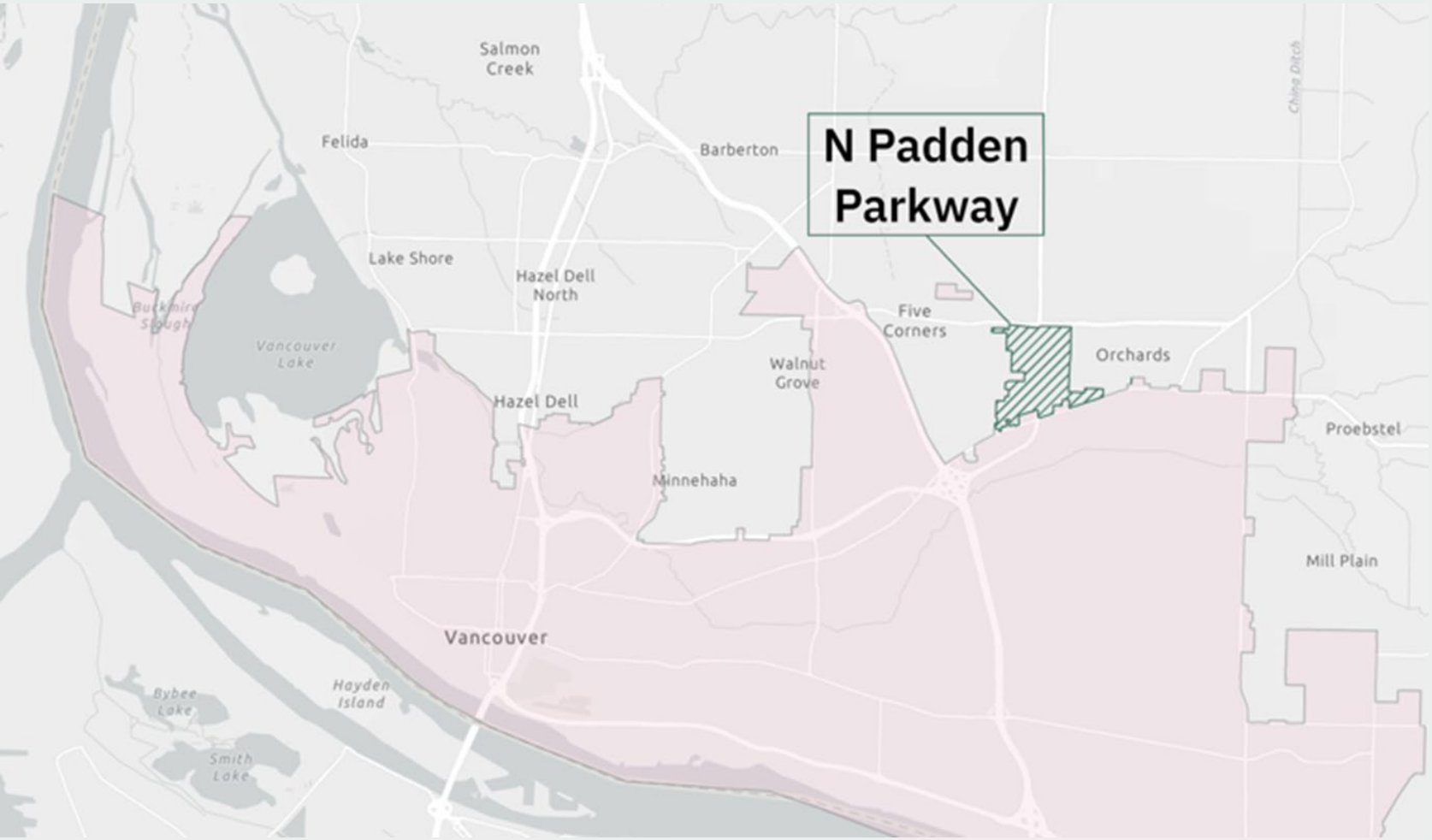




SCENARIO 4:

ANNEXING NORTH SR 500 UP TO PADDEN PARKWAY





North of SR 500 to N Padden Parkway: 1.7k Residents

Scenario 4: N 500 to Padden Parkway Surplus, Ongoing $1m

REVENUES	$3m
Sales Tax (OG)	$2
Sales Tax (OT)	$0
Property Tax	$1
WSD Utility Tax	$0
Garbage Tax	$0
Utility Tax on Private	$0
All Other GF	$0
Total General Fund	$3
Fire Fund	$0
Other Funds	$0

EXPENDITURES (OG)	$2m
Police	$1
Fire	$0
Parks	$0
Streets	$0
Support	$0
Legal, Jail, Corrections	$0
All Other	$1
Additional One Time (vehicles)	$0







TAKEAWAYS

- Three of the four scenarios presented require subsidization by current City residents & businesses that exceeds the City's structural capacity
- It is not likely the County would be willing or able to offset the subsidy required to provide service
- Residential drives costs
- The amount of Taxable Retail Sales is insufficient to offset the amount of Residential added in all but the Fourth Scenarios
  - Other tax tools likely insufficient to close gap
- Outdated/sub-standard infrastructure makes supporting streets costly



SUMMARY

- Large margin of error – subjective decisions on the expenditure side
- Fourth scenario is viable under current annexation laws and structure
- The forecasted deficit widens once the 10-yr sales credit tax sunsets
- Accessing the sales tax credit requires annexation to be completed by July 1, 2028
- Legislative intervention is necessary to make scaled annexation viable

THANK YOU



Natasha Ramras, CFO
natasha.ramras@cityofvancouver.us



CITY OF Vancouver WASHINGTON

Draft Economic Development Strategy

Patrick Quinton
Director, EP&H

Chris Harder
Deputy Director, EP&H

Council Workshop: March 17, 2025



Agenda

- Project Overview
- Summary of Key Findings
- Regional Alignment & Framework
- Strategic Direction
- Strategic Focus & Action
- Discussion & Input
- Next steps

The Strategic Planning Process

Phases and Deliverables

Discovery & Analysis

- Data Analysis
- Community Engagement
- Stakeholder Presentations

Deliverable: Situation Assessment / SWOT

May – August 2024

Plan Development

- Steering Committee
- Core Planning Team
- Nat'l Thought Leaders

Deliverable: 5-Year Economic Development Strategy

September 2024 - April 2025

Implementation Planning

- Strategy Prioritization
- Resource Assessment

Deliverable: Implementation Plan

May - June 2025

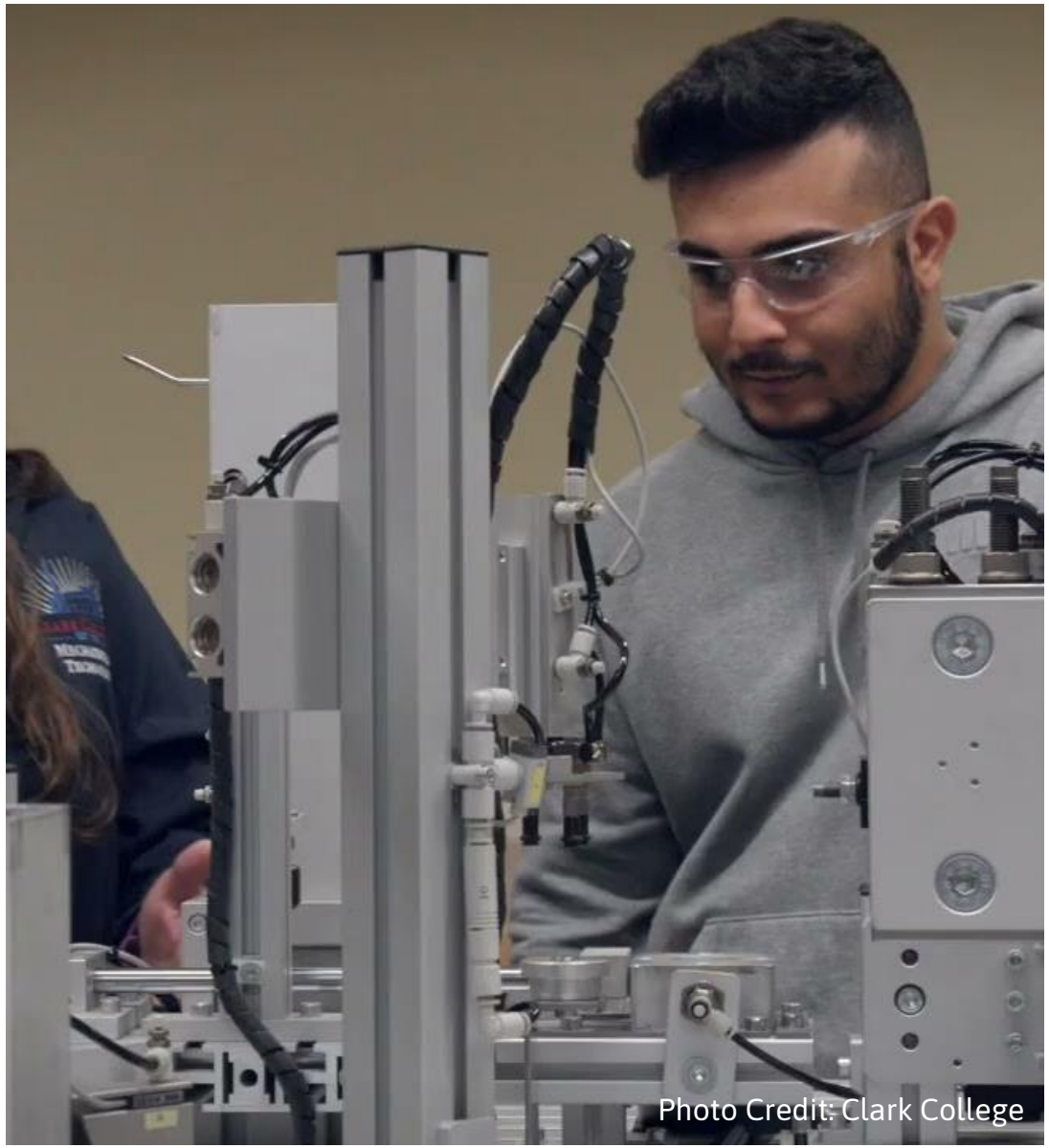


Photo Credit: Clark College

Summary Findings

Growth & Competitiveness

- Clark County driving regional growth
- Favorable business climate attracts investment
- Recent job growth concentrated in non-traded sector industries
- Residents lukewarm to growth
- Small businesses lack breadth of local resources to grow
- Opportunity to enhance R&D infrastructure to support innovation



Summary Findings

Quality of Life & Affordability

- Residents more educated with higher incomes
- Systemic economic disparities exist
- Increased concern over affordability
- Access to quality jobs a top priority
- Area median income below Living Wage Standards
- Lack of childcare impacting workforce stability

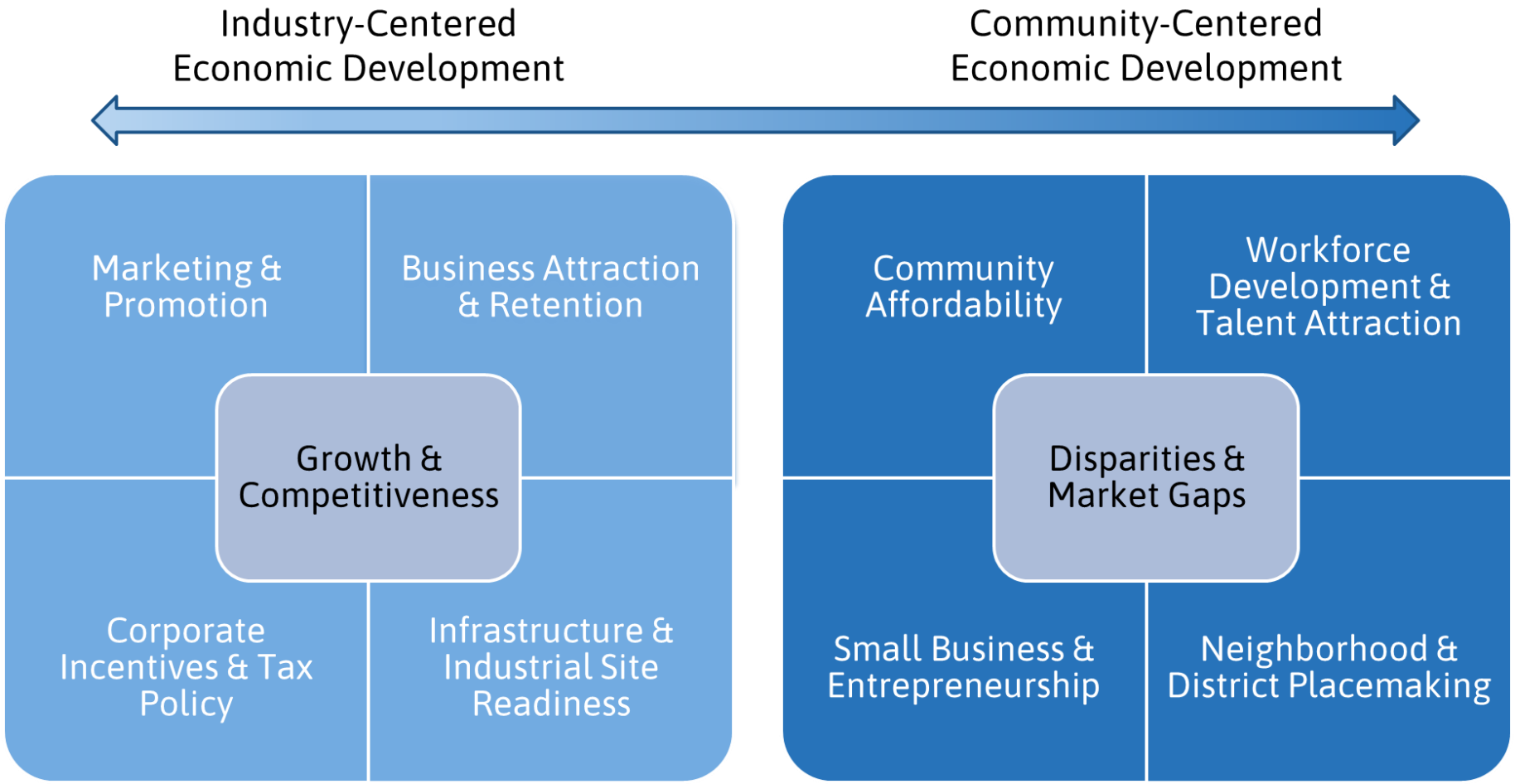
- CREDC's Clark County Economic Development Plan
- Workforce SW WA's Quality Jobs Framework
- City Economic Development Strategy designed to:
    - Align with other City strategies and plans
    - Avoid duplication of existing local & regional strategies
    - Complement or enhance partner programs
    - Leverage City tools, resources, and levers

Regional Alignment

The City will partner with organizations working closest to the communities and stakeholders we are seeking to serve to achieve best outcomes.

A Balanced Approach

Promoting Growth *AND* Address Disparities



Competitive Position – Why Vancouver?

What unique and sustainable value does Vancouver currently deliver to employers, small businesses, entrepreneurs, and workforce/talent?
What must be protected?

Access to big city amenities with the convenience of a smaller, nimble and connected community.

- Expanding economy
- Diversity of growing industries,
- Favorable business climate
- Access to major global markets
- Strong sustainability ethos
- High quality of life
- Supportive and collaborative community

For full Competitive Position statement see Draft Economic Development Strategy

Long-Term Vision

What is the ideal future state (20 years) we are trying to create for Vancouver as a community and an economy?

Vancouver is an inclusive community with an equitable, competitive, and innovative economy.

- Growth is sustained
- Economic disparities are closed
- Opportunities to create wealth
- Access to livable wage jobs
- Entrepreneurs are celebrated
- Small businesses have the resources to sale
- Neighborhood business districts are safe, vibrant & welcoming

For full Long-Term Vision see Draft Economic Development Strategy

Implementation Approach

- Stakeholders and partner organizations will be involved in the design and implementation of actions
- Certain actions acknowledge existing efforts by stakeholder organizations and position the City to be a more engaged and proactive partner
- Where new programs are proposed, the City will help launch but not necessarily own long-term
- Successful implementation will require access to new federal, state or local resources; Estimated budget over 5-years = $2m to $2.5m

Actions

A. Advance career opportunities in the trades

B. Support growth of emerging MBE/WBE/SBE construction and trades firms

C. Develop an Investment Toolbox to support the recruitment and expansion of businesses offering access to quality jobs

D. Incentivize employers to invest in childcare options, particularly for lower-income workers

Goal 1.

Establish pathways to accessible quality jobs and reduce barriers to economic opportunity

Metrics

- Median household income compared to the regional average
- Percent of jobs created resulting from COV and partner supported programs that pay at or above Vancouver's living wage standards
- Percent of total jobs in Vancouver occupied by Vancouver residents

Actions

A. Enhance product-to-market opportunities for local consumer product entrepreneurs

B. Connect local small businesses to City of Vancouver public contracting opportunities

C. Establish a citywide small business revolving loan fund

Goal 2.

Create opportunities for wealth creation, especially for historically marginalized communities, by strengthening support for small businesses.

Metrics

- Number of new business starts in Vancouver whose owners are from historically marginalized communities
- Number of new businesses in operation past the first two years
- Annual sales/revenues of small businesses whose owners are from historically marginalized communities supported by COV or contracted partner programs

Actions

A. Develop a storytelling and marketing campaign to position Vancouver as a center of innovation

B. Support and host startup networking, pitch, and investment events

C. Help launch a local early-stage startup investment fund

Goal 3.

Position Vancouver as an inclusive center of innovation and entrepreneurship.

Metrics

- Number of jobs created in the region's innovation-centered industry clusters
- Number and amount of local startup investment deals (angel, seed, venture capital)
- Number and amount of successful startup exits (IPO, M&A)

Actions

A. Establish a neighborhood commercial district improvement program

B. Leverage city-controlled real estate assets or redevelopment projects to provide affordable commercial solutions

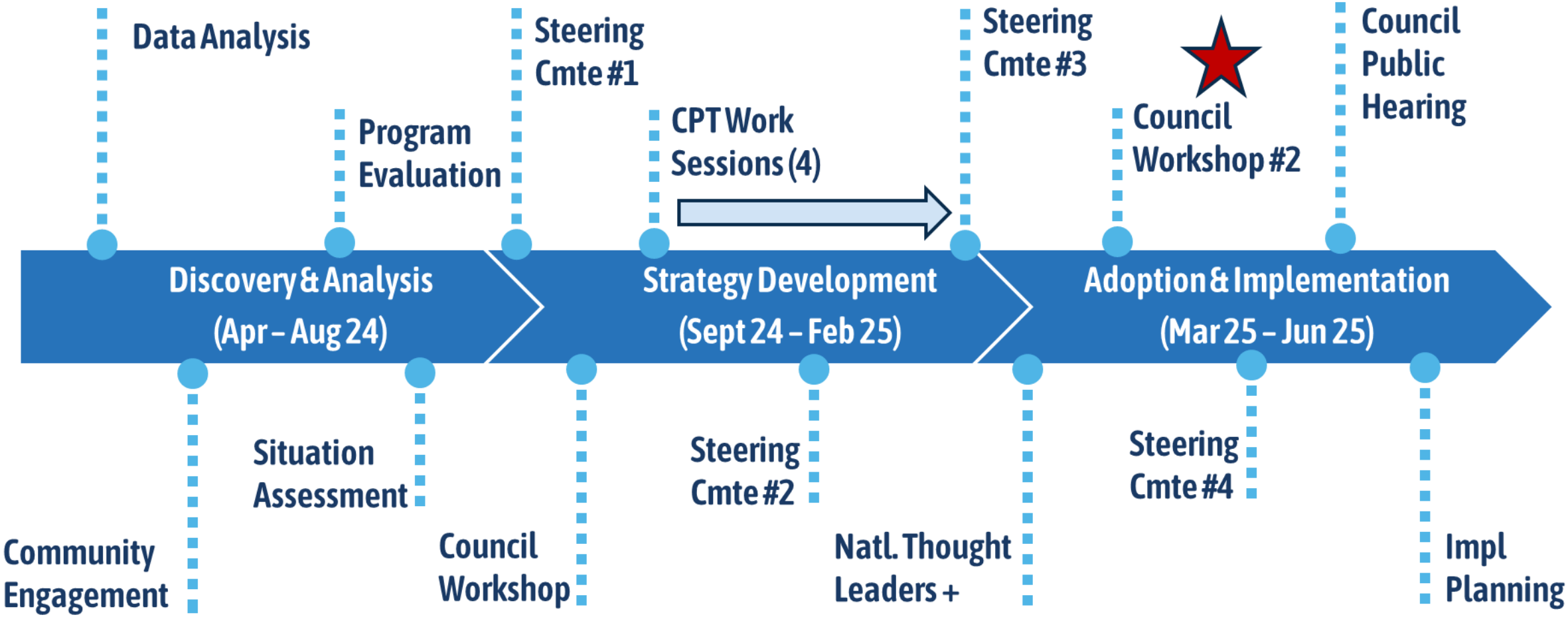
Goal 4.

Invest in neighborhood commercial districts that result in safe, vibrant, and accessible communities

Metrics

- Number of vacant or underutilized commercial property in priority neighborhood commercial districts
- Number of jobs in priority neighborhood commercial districts
- Access to essential neighborhood services (food, housing, transportation, childcare, medical, etc.) near priority neighborhood commercial districts

Next Steps


Data Analysis
Program Evaluation
Steering Cmte #1
CPT Work Sessions (4)
Steering Cmte #3
Council Workshop #2
Council Public Hearing
Discovery & Analysis (Apr – Aug 24)
Strategy Development (Sept 24 – Feb 25)
Adoption & Implementation (Mar 25 – Jun 25)
Community Engagement
Situation Assessment
Council Workshop
Steering Cmte #2
Natl. Thought Leaders +
Steering Cmte #4
Impl Planning

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: March 17, 2025

TO: Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **Draft Economic Development Strategy**

CC: Patrick Quinton, Chris Harder

Introduction

Vancouver is experiencing significant change. The city is no longer a bedroom community, but an economic driver of the region and state in terms of population and job growth. While Vancouver is experiencing positive economic activity, the City of Vancouver ("City") must be strategic in its approach to economic development by tackling emerging and growing challenges, such as increasing costs and a lack of affordability, a decline in accessible livable-wage jobs, and limited local resources to support small businesses and entrepreneurs.

At its core, Vancouver's 5-Year Economic Development Strategy ("Strategy") seeks to sustain the city's growth and competitiveness, but also directly address growing disparities. A proactive approach to economic development is required to ensure the quality of life and economic opportunity of current and future residents seek.

With this imperative in mind, the City's Economic Prosperity & Housing Department (EP&H) department, in partnership with strategic planning consultants ECOnorthwest and WSP USA, launched an effort in 2024 to create the Strategy. The Strategy defines Vancouver's long-term economic vision and competitive position, identifies priority areas of focus, establishes clear success metrics, and commits the City to actionable investments, initiatives, and partnerships.

This memo provides:

- An overview of the scope of the Strategy;
- An overview of our approach to community engagement & data analysis;
- Summary findings associated with the Discovery & Analysis phase; and
- A preview of the draft Strategy (the full draft Strategy has also been submitted in the Council packet for review).

Background
Currently, the City of Vancouver does not have an economic development strategy, a rarity for a community our size and potential. The process to create an Economic Development Strategy began approximately three years ago when the City established the Economic Prosperity and Housing (EP&H) Department to lead proactive investments in economic security and opportunity for all current and future residents. The addition of dedicated staff to lead the City's economic development efforts allows for the implementation of the Strategy that will define our work.

Two tenets drive how we approach the development of the Strategy: alignment and focus. From an alignment perspective, the strategic direction and priorities identified in the Strategy will inform the Economic Chapter of the updated Comprehensive Plan, linking economic growth and opportunity to important land use policies and decisions. In addition, we are committed to aligning the City's Strategy with the region's economic development roadmap, the Clark County Comprehensive Economic Development Plan, led by the Columbia River Economic Development Council (CREDC), and Workforce Southwest Washington's (WSW) 2025-2029 Strategic Plan, our region's blueprint for increasing access to quality jobs.

The Strategy must also have focus and was intentionally designed to avoid duplication of existing local and regional economic development initiatives, complement partner programs, and identify actions Vancouver can commit to that leverage available City tools, resources, and levers to best drive impact in a limited resource environment. The intent of this Strategy is to prioritize City actions—within the region's broader economic development ecosystem—to support:

- Small Business Growth, Entrepreneurship, and Innovation
- Vibrant Neighborhood Commercial Districts
- Employment Land and Industrial Development Priorities
- Livable Wage Job Creation and Target Industry Growth

Strategy Development Phases & Timeline
The graphic below highlights the phases, activities, and deliverable milestones associated with the work.



Commitment to a Community-Led Process
At the core of our approach is a commitment to community engagement, input, and decision-making. Following is a summary of our community engagement activities to date:

Activity	Summary
Small Group Discussions	The City and ECOnorthwest, in collaboration with local economic development partners, organized three separate small group discussions: 1. Large Employers/Corporate Stakeholder: Partnered with the Columbia River Economic Development Council (CREDC) 2. Local Small Businesses: Partnered with the Greater Vancouver Chamber of Commerce (GVCC), Hispanic Metropolitan Chamber (HMC), and Micro Enterprise Services of Oregon (MESO) 3. High Growth Startups/Entrepreneurs: North Bank Innovations and Allie Persitz (serial entrepreneur and investor)
One-on-one Interviews	ECOnorthwest facilitated seven one-on-one interviews with City leaders and elected officials.
Community Input Survey	The City developed and promoted a survey targeting Vancouver residents and economic development stakeholders. Approximately 420 people participated in the survey. We partnered with economic development and community partners to ensure the survey reached a diverse audience. The survey was also available in three languages: English, Spanish, and Russian.
Online Community Feedback	Utilizing the project's BeHeard page, we solicited feedback from the community on the draft Strategy's proposed goals, actions, and success metrics.
Community Leaders Steering Committee	Under the leadership of City Manager Pluckhahn, the City has convened a Community Leaders Steering Committee to help inform and provide direction to the Strategy. To date, the City has convened the Steering Committee three times over the past 5 months, with one additional meeting scheduled for March 21, 2025. Steering Committee members include: - Jen Baker, President/CEO, Columbia River Economic Development Council - John McDonagh, President/CEO, Greater Vancouver Chamber of Commerce - Ron Arp, President, Identity Clark County - Miriam Halliday, Executive Director, Workforce Southwest Washington - Mel Netzhammer, Chancellor, Washington State University – Vancouver - Karin Edwards, President, Clark College - Calen Ouellette, CEO, Clark College Foundation - Nicole Davison Leon, Executive Director, Hispanic Metropolitan Chamber - Paul Burgess, Executive Director, Fourth Plain Forward - Michael Walker, Executive Director, Vancouver's Downtown Association - Jordan Boldt, Executive Director, Vancouver Farmers Market - Matt Morton, President, Community Foundation for Southwest Washington - Patrick Adigweme, Chair, City of Vancouver Planning Commission - Jay Schmidt, Board Chair, SW Washington Hi Tech Council - Mike Bomar, Chief Economic Strategy Officer, Port of Vancouver - Tracey Fernandez, CFO & Interim CEO, SW Medical Center PeaceHealth - Cameron Hyzer, Former CFO, ZoomInfo

	- Marc Esrig, Principal, New BluePrint Ventures + Vancouver Innovation Center - Allie Persitz (Magyar), Chairwoman of the Board, Dynamic Events, Inc. - Julie Harrelson, Partner, Cascade Seed Fund - Charles Swatzell, CEO, Formos - Alan Hwang, Executive Director, Riff + CREDC Board Chair - Lance Killian, Chief Visionary Officer, Killian Pacific - Jason Presser, Director of Government Affairs, East Vancouver Business Association

Commitment to Economic Trends Analysis
A core goal of our process is to ensure that the Strategy is informed by data. As part of phase one of this effort, ECOnorthwest conducted economic data and trends analysis. This analysis was conducted in two parts and represented by two different deliverables:

1. The Comprehensive Plan's Economic Conditions and Opportunity Analysis
2. Economic Development Strategy Situation Assessment + SWOT Analysis

Both of these deliverables can be viewed by visiting the project's BeHeard page: Economic Development Strategy | Be Heard Vancouver

Summary Findings from Discovery & Analysis Phase
Our community engagement and data analysis efforts helped ground the Strategy in a clear understanding of current economic conditions and sentiments, including opportunities and challenges, community priorities, and potential strategic actions. Summary findings that emerged from the Discovery and Analysis phase are:

Growth & Competitiveness

- Vancouver and Clark County are driving regional growth (population & jobs)
- The city has a favorable business climate, particularly compared to the region, that attracts investment
- A significant percent of recent job growth and the industries with the highest local concentration are non-traded sector (construction, healthcare & social assistance, accommodation and food services, retail, etc.)
- Stakeholders, in particular residents, are lukewarm to residential, commercial, and industrial growth
- Vancouver and Clark County are experiencing a significant increase in new business starts compared to before to the pandemic
- Growing perception that small businesses and entrepreneurs don't have access to the local resources they need to support long-term growth
- Limited commercialization and research & development opportunities hinder innovation

Quality of Life & Affordability

- Residents are more educated and have higher incomes than in the past
- Significant racial and ethnic disparities exist in terms of income, education, and housing

- Increasing concern over the affordability of Vancouver, particularly housing costs and commercial lease rates
- Better access to quality jobs is the top desired outcome for residents
- Living wage standards are significantly higher than area median income for families with kids
- Growing concern about public safety, property vacancies, and homelessness downtown and in neighborhood business districts
- A shortage of affordable, reliable childcare is negatively impacting workforce stability

Convening of National Thought Leaders

A core commitment we made to this process was to make sure we considered to latest economic development best practices. One of the ways we are testing the direction of the Strategy and our proposed Goals and Actions was to convene a group of National Thought Leaders to provide feedback. Our National Thought Leaders Group reviewed local economic data, the Situation Assessment/SWOT Analysis, and the draft Strategy. On March 10, 2025 the group came together for a virtual conversation, where we discussed the following, among other topics:

- Missing goals: After reading the Situation Assessment/SWOT and the Draft Strategy, are there higher-level topics (or Goals) you are surprised we are not addressing? What is missing?
- Economic growth: What levers, tools, or resources do local governments realistically have to impact economic growth? Does this draft Strategy effectively position Vancouver for future growth?
- Systemic disparities: What levers, tools, or resources do local governments realistically have at their disposal to address systemic disparities? Does this draft Strategy effectively position Vancouver to help address economic disparities?
- Best practices: Given the current Goals and Actions in the Draft Strategy, what best practices should we explore that are otherwise missing?

Members of the National Thought Leaders Group

- Yasmina McCarty, New Growth Innovation Network
- Bob Weissbourd, RW Venture
- Charisse Conanan Johnson, Next Street
- Cathy Chen-Arriga, Tech Frontier
- Sara Lawrence, RTI International
- Ilana Preuss, Recast City
- David Warm, Mid-America Regional Council
- Mikel Davila, City of Sacramento
- Molly Howey, Greater Topeka Partnership

Note: The March 10, 2025 National Thought Leaders meeting occurred after submittal of Council Materials. Please see the supplemental staff memo outlining our learnings and feedback from the National Thought Leaders Group.

Strategy Elements
The core elements of Vancouver's 5-Year Economic Development Strategy include:

Strategic Clarity



Competitive Position
What unique and sustainable value does Vancouver currently deliver to our residents, workers, businesses, and entrepreneurs? What must be protected going forward?



Long-Term Economic Vision
What is the ideal future state – 20+ years from now – that we are trying to create for Vancouver as a community and an economy?

Strategic Focus & Action



Goals
What high-level outcomes must Vancouver achieve over the five-year strategy horizon?



Success Metrics
How will we know when we are successful? What will we measure?



Actions
What finite-duration, discretionary programs, initiatives, and investments will we commit to implementing?

Draft Strategy Goals
Based on findings from our Discovery and Analysis phase, our internal Core Planning Team and the external Community Leaders Steering Committee identified the following Goals, or pillars, from which the Actions and Success Metrics in the Strategy are organized. The Current draft Goals are:

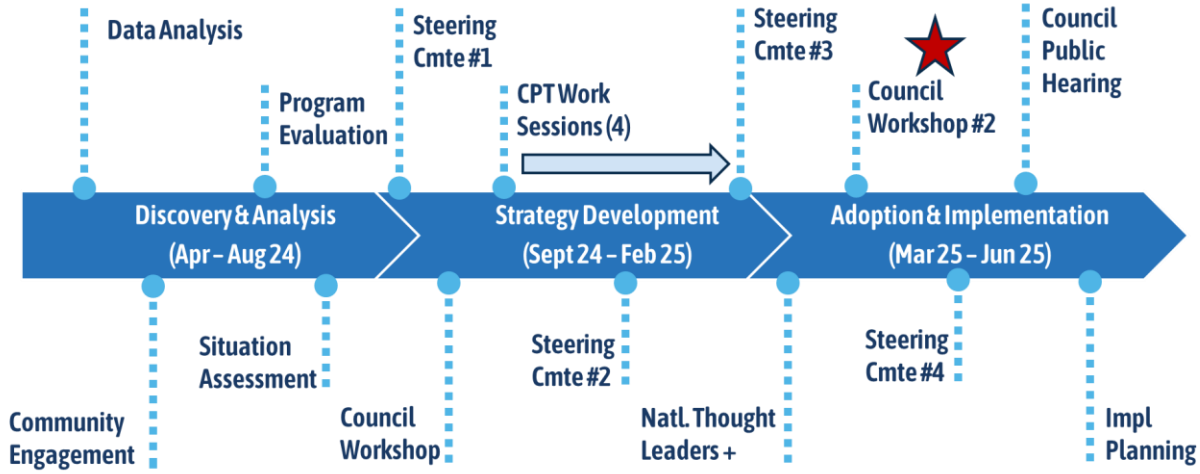
1. Establish pathways to accessible quality jobs and reduce barriers to economic opportunity
2. Create opportunities for wealth creation, especially for historically marginalized communities, by strengthening support for small businesses
3. Position Vancouver as an inclusive center of innovation and entrepreneurship
4. Invest in neighborhood commercial districts that result in safe, vibrant, and accessible communities

Successful implementation of the Strategy will require access to new federal, state, or local resources. Early budget and resource estimates are $2m to $2.5m over the 5-year period.

Note: Detailed Actions and Success Metrics under each of the four Goals above can be found in the Draft Economic Development Strategy in your Council Workshop packet.

Next Steps

The project recently completed the second phase of the project, Strategy Development, and is focused on Strategy Adoption and Implementation.



Attachments

1. Draft Economic Development Strategy
2. National Thought Leaders Feedback Memo

City of Vancouver *Draft* 5-Year Economic Development Strategy

ABOUT THIS STRATEGY

Vancouver is experiencing significant change. The city is no longer a bedroom community, but an economic driver of the region and state in terms of population and job growth. While Vancouver is certainly experiencing positive economic activity, the City of Vancouver ("City") must be strategic in its approach to economic development by tackling emerging and growing challenges, such as increasing costs and a lack of affordability, a decline in accessible livable-wage jobs, and limited local resources to support small businesses and entrepreneurs. At its core, Vancouver's 5-Year Economic Development Strategy ("Strategy") seeks to sustain the city's growth and competitiveness, but also directly address growing disparities.

This Strategy's Competition Position and Long-Term Vision provide a north star for the City as it seeks to invest in economic development, with implementation organized around four Goals:

1. Establish pathways to accessible quality jobs and reduce barriers to economic opportunity
2. Create opportunities for wealth creation, especially for historically marginalized communities, by strengthening support for small businesses
3. Position Vancouver as an inclusive center of innovation and entrepreneurship
4. Invest in neighborhood commercial districts that result in safe, vibrant, and accessible communities

Each goal is supported by a set of Actions – programs, initiatives, and investments – designed to impact outcomes, and a dashboard of Success Metrics that will help the City measure progress.

Regional Context & Complementary Strategic Plans

Effective strategies do not exist in a vacuum and the field of economic development will always be a collaborative effort. At a regional level this Strategy seeks to align with the Clark County Comprehensive Economic Development Plan, led by the Columbia River Economic Development Council (CREDC), which provides a roadmap for economic growth and competitiveness through business recruitment, retention, and expansion activities, as well as target industry cluster investments. In addition, this Strategy seeks to compliment Workforce Southwest Washington's (WSW) 2025-2029 Strategic Plan, our region's blueprint for increasing access to quality jobs.

The City has also recently adopted several frameworks and plans to address key opportunities and challenges impacting our economy and community, including:

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- Vancouver's 2023-2029 Strategic Plan
- 2023 Housing Report and Action Plan
- Climate Action Framework
- 2024 Vancouver Disparity Study
- Our Vancouver - Comprehensive Plan 2045 (in development)

With this broader context in mind, this Strategy was to avoid duplication of existing local and regional economic development initiatives, complement or enhance partner programs, and identify actions Vancouver can commit to that leverages available City tools, resources, and levers to drive impact in a limited resource environment.

Implementation & Partnership Approach

Over the next five years, Vancouver City Council and City Staff, led by the Economic Prosperity & Housing Department, will commit resources to support implementation. This Strategy is purposely biased toward action, and not an exhaustive list of potential ideas. Significant effort went into identifying a priority set of Actions that are achievable to implement over a five-year horizon within a limited resource environment. Additionally, the Actions in this Strategy are not meant to be an inflexible to-do list, rather, they serve as priorities that will be reviewed regularly to ensure the work continues to be responsive to evolving community needs.

In implementation of each Action, the City is committed to continuing to build partnerships with stakeholder organizations, engage community members, and utilize the most recent data available to design initiatives, programs, or investment opportunities. In addition, the role of the City will vary by Action. Certain actions acknowledge efforts by stakeholder organizations and position the City to be a more engaged and proactive partner. Where new programs or initiatives are proposed, the City will take a lead role in helping to convene, launch, and identify and align resources, but not necessarily own in the long-term. Vancouver continues the long-held belief that organizations working closest to the communities and stakeholders we are seeking to serve will result in the best outcomes.

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COMMITMENT TO DISCOVERY & ANALYSIS

The City of Vancouver embarked on the development of a Five-Year Economic Development Strategy to ensure that it is best positioned to meet the needs of residents, workers, businesses, and entrepreneurs. The City engaged ECOnorthwest, our consulting partner, to support this work through analysis, community engagement, and facilitation.

The first phase of the strategy development process was to conduct a comprehensive assessment of Vancouver's economy. Data analysis and community perspectives were captured through the following efforts:

- Stakeholder & Community Engagement
    - An online community-wide survey
    - Multiple small group conversations
    - One-on-on interviews
    - Presentations to stakeholder groups and public boards
- Economic Trends Analysis (Economic Conditions & Opportunity Analysis; Situation Assessment)
- Multiple Community Leaders Steering Committee Work Sessions (members)

Together, these efforts helped ground the Strategy in a clear understanding of current economic conditions and sentiments, including opportunities and challenges, community priorities, and potential strategic actions. Summary findings that emerged from the Discovery and Analysis phase are:

Growth & Competitiveness

- Vancouver and Clark County are driving regional growth (population & jobs)
- The city has a favorable business climate, particularly compared to the region, that attracts investment
- A significant percent of recent job growth and the industries with the highest local concentration are non-traded sector (construction, healthcare & social assistance, accommodation and food services, retail, etc.)
- Stakeholders, in particular residents, are lukewarm to residential, commercial, and industrial growth
- Vancouver and Clark County are experiencing a significant increase in new business starts compared to before to the pandemic
- Growing perception that small businesses and entrepreneurs don't have access to the local resources they need to support long-term growth
- Limited commercialization and research & development opportunities hinder innovation

Quality of Life & Affordability

- Residents are more educated and have higher incomes than in the past

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- Significant racial and ethnic disparities exist in terms of income, education, and housing
- Increasing concern over the affordability of Vancouver, particularly housing costs and commercial lease rates
- Better access to quality jobs is the top desired outcome for residents
- Living wage standards are significantly higher than area median income for families with kids
- Growing concern about public safety, property vacancies, and homelessness downtown and in neighborhood business districts
- A shortage of affordable, reliable childcare is negatively impacting workforce stability

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STRATEGIC CLARITY

Competitive Position: Why Vancouver?

What unique and sustainable value does Vancouver currently deliver to our residents, workers, businesses, and entrepreneurs? What must be protected going forward?

Situated at the doorstep of some of the most stunning natural beauty and outdoor recreation opportunities in the United States, Vancouver offers access to big city amenities with the convenience of a smaller, more nimble and connected community. For residents, workers, businesses, and entrepreneurs, Vancouver offers:

- An expanding economy with growing market opportunities for entrepreneurs, small businesses, and startups to scale.
- A diversity of competitive and growing industries, creating pathways to economic opportunity and stability.
- A favorable business climate, growing talent base, and a predictable regulatory environment that is attractive to new investment.
- Access to major West Coast and global markets with a world-class international airport, convenient highway network, deep-water port, and established rail infrastructure.
- A strong sustainability ethos with climate advantages that position the community to navigate current and future climate change and natural resource challenges.
- A high quality of life with strong K-12 schools, a post-secondary education and workforce system that creates pathways to quality jobs, accessible transportation options, and the availability of top-notch healthcare.
- A supportive and collaborative community with a shared interest and strong commitment to uplifting people.

Long-Term Economic Vision

What is the ideal future state – 20+ years from now – that we are trying to create for Vancouver as a community and an economy*?*

Vancouver is an inclusive community with an equitable, competitive, and innovative economy. We envision a future where:

- Growth is sustained, creating ongoing economic opportunity for workers, businesses, and entrepreneurs
- Persistent economic disparities experienced by historically marginalized communities are closed and the city's median household incomes exceeds the regional average
- Individuals and families, regardless of background or identity, have opportunities to create wealth

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- Jobs paying livable wages are accessible across a diversity of industries
- Entrepreneurs, innovators, and risk-takers are celebrated, and small businesses can access the resources they need to scale
- Neighborhood business districts are safe, vibrant, and welcoming

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STRATEGIC FOCUS & ACTION

Goals
What high level outcomes must Vancouver achieve over the five-year strategy horizon?

Success Metrics
How will we know when we are successful? What will we measure?

(Note: every effort will be given to disaggregate data to ensure success metrics provide insight into which demographic communities are benefitting from the work of this strategy)

Actions
What finite-duration, discretionary programs, initiatives, and investments will we commit to implementing?

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Goal 1: Establish pathways to accessible quality jobs and reduce barriers to economic opportunity

Success Metrics

- Median household income compared to the regional average
- Percent of jobs created resulting from City of Vancouver and partner programs paying at or above Vancouver's living wage standards
- Percent of total jobs in Vancouver occupied by Vancouver residents

Action A: Advance career opportunities in the trades

Many trade occupations and careers are attainable without a four-year college degree, but still pay livable wages.[1] These same occupations are currently experiencing a labor shortage. The City will partner with existing workforce development, K-12 education, post-secondary education, and industry stakeholders to help organize and amplify job fairs, develop marketing campaigns to better promote career opportunities, and partner with local construction and trade organizations to support apprentice and internship opportunities. These efforts will focus on traditional trades-dependent construction occupations, but also sectors such as clean tech, power and energy distribution, telecommunications, and advanced manufacturing where skilled trades workers are in high demand.

Potential Partners: Clark College, Washington State University-Vancouver, Workforce Southwest WA, National Association of Minority Contractors-Washington Chapter, Southwest Washington Contractors Association, Building Industry Association of Clark County, other local non-profit construction and trade support organizations, and local K-12 school districts

[1] MIT Livable Wage Calculator: https://livingwage.mit.edu/

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Action B: Support growth of emerging MBE/WBE/SBE construction and trades firms

Construction- and trades-related businesses are experiencing a shortage of workers due to an aging workforce, limited entry pathways, and declining interest among younger generations. Additionally, systemic barriers, including access to training and resources, have prevented business owners from underrepresented communities from participating, exacerbating the labor gap. The City will work with local small business technical assistance partners to develop shared goals, align resources and programs, and create a more connected ecosystem to incubate and nurture early-stage businesses, particularly Washington State certified minority-owned business enterprises (MBE), women-owned business enterprises (WME), and small business enterprises (SBE) firms, to increase the number of local construction and trades companies.

Potential Partners: The National Association of Minority Contractors-Washington Chapter, Washington Apex Accelerator, local small business technical assistance providers, and local government procurement offices

Action C: Develop an Investment Toolbox to support the recruitment and expansion of businesses offering access to quality jobs

Like many communities, employment growth in Vancouver is increasingly concentrated in high-wage and low-wage industries, resulting in the hollowing out of our traditional middle-class. The City will work with economic development and workforce development partners to target traded sector business recruitment, retention, and expansion opportunities that offer access to jobs meeting the region's adopted Quality Jobs Standards.[2] This includes an intentional effort to grow key regional industry clusters such as advanced manufacturing, computer and electronics, clean tech, software, and life sciences. To better facilitate these outcomes, the City will create an Investment Toolbox for job-focused development that includes City master-planning, property acquisition, development agreement, permitting, and infrastructure investment policies, services, and resources.

Potential Partners: The Columbia River Economic Development Council, Port of Vancouver, Columbia-Willamette Workforce Collaborative and the Center City Redevelopment Authority

[2] Quality Jobs Framework: https://workforcesw.org/wp-content/uploads/cwwc-quality-jobs-framework.pdf

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Action D: Incentivize employers to invest in childcare options, particularly for lower-income workers

The lack of affordable childcare in Vancouver is a barrier for employers to attract and retain talent and for entrepreneurs seeking to launch a small business. Investing in childcare also aligns with broader community priorities, such as reducing poverty, improving public health outcomes, and improving education outcomes. It is critical that local employers are part of the solution by offering onsite childcare or investing in community childcare options. The City will research and identify federal and state resources, explore the feasibility of local policy, permitting and code updates, tax breaks, and real estate/redevelopment community benefit agreements to encourage public-private childcare solutions.

Potential Partners: Columbia River Economic Development Council, Greater Vancouver Chamber of Commerce, Workforce Southwest WA, local employers, local community-based organizations and state and local childcare advocacy organizations

Goal 2: Create opportunities for wealth creation, especially for historically marginalized communities, by strengthening support for small businesses

Success Metrics

- Number of new business starts in Vancouver whose owners are from historically marginalized communities

  (note: if demographic data is not available from official Business Licenses, the City of Vancouver will collect optional data specific to programs it directly manages or partner organization programs it supports)
- Number of new businesses starts in Vancouver in operation past the first two years
- Annual sales/revenues of small businesses whose owners are from historically marginalized communities supported by City of Vancouver or contracted partner programs

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Action A: Enhance product-to-market opportunities for local consumer product entrepreneurs
Product placement with established brick and mortar, and online retailers, can help boost sales and brand reputation. Robust product-to-market programs provide critical support such as market research, packaging design, distribution strategies, and access to retail partnerships, helping local consumer product entrepreneurs navigate the complexities of bringing products to market. The City will partner with local small business support organizations to launch new, or expand an existing, product-to-market programs, evaluate availability of co-packing facilities, and work with larger retailers to facilitate retail partnerships. *Potential Partners: U.S. Small Business Development Center, Washington State University-Vancouver Culinary Institute, Vancouver Farmer's Market, Fourth Plain Commissary Kitchen, Clark College Culinary Institute, Oregon State University – Food Innovation Center (Portland), Portland Community College – Recipe to Market Program, local small business technical assistance providers and established local retailers (brick and mortar, online)*

Action B: Connect local small businesses to City of Vancouver public contracting opportunities
The City of Vancouver seeks to ensure equitable opportunities for Washington State certified minority-owned business enterprises (MBE), woman-owned business enterprises (WBE), and small business enterprises (SBE) competing for construction, professional services, goods and other services contracts. While the City spends most of its procurement dollars with businesses in the region, about 9% of City of Vancouver contract dollars go to MBE/WBE companies. This action will seek to align the City's existing small business development efforts with opportunities for federal, state, and local government procurement opportunities through public contracting events, awareness campaigns, and "readiness" assessment services. *Potential Partners: Washington Apex Accelerator, local small business technical assistance providers and public-sector procurement offices*

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Action C: Establish a citywide small business revolving loan fund

Access to capital remains a significant challenge to most small businesses. Small businesses are vital to the health of Vancouver's economy, ranging from main street retail establishments to local restaurants, construction businesses, small manufacturers, and software firms. These small businesses provide income for families and create jobs for residents. For many small business owners, particularly those from marginalized populations, their service or product is marketable, but operating capital is out of reach. This issue is even more acute for early-stage businesses that have difficulty qualifying for traditional loans from banks or credit unions. The City will help capitalize and launch a micro-enterprise revolving loan fund to help improve access to capital for early-stage small businesses, ensuring that they remain a critical component of Vancouver's economy.

Potential Partners: Washington Department of Commerce, local and regional community development finance institutions, local small business technical assistance providers and local small businesses

Goal 3: Position Vancouver as an inclusive center of innovation and entrepreneurship

Success Metrics

- Number of jobs created in the region's innovation-centered industry clusters (computers and electronics, software, clean tech, technology enhanced manufacturing, life sciences)
- Number and amount of local startup investment deals (angel, seed, venture capital)
- Number and amount of successful startup exits (IPO, M&A)

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Action A: Develop a storytelling and marketing campaign to position Vancouver as a center of innovation
The economic success of Vancouver as an entrepreneurship hub is not fully known within the region or nationally. An opportunity exists to help Vancouver transition from a “best kept secret” status to an acknowledged driver of innovation. Vancouver is home to a nascent startup community and several nationally competitive innovation-based industry clusters, such as advanced manufacturing, computer & electronics, software, clean tech, and life sciences. A targeted storytelling and marketing campaign will highlight Vancouver's business-friendly policies, quality of life, entrepreneurship ecosystem, and innovation-based sectors. By highlighting success stories, showcasing industry and entrepreneurial leaders, and emphasizing its strategic location in the Pacific Northwest, Vancouver can elevate its reputation, spur economic growth, and establish itself as a dynamic and forward-thinking city for businesses, entrepreneurs, investors, and talent. *Potential Partners: Washington Department of Commerce, Columbia River Economic Development Council, Washington State University-Vancouver, local and regional startup support organizations, industry cluster leaders, local entrepreneurs, experienced marketing and communications stakeholders*

Action B: Support and host startup networking, pitch, and investment events
An important step in positioning Vancouver as an innovation hub is to cultivate a vibrant ecosystem and connect local entrepreneurs with critical resources. This City will take a lead role in bringing startup pitch, networking, and investment events to Vancouver to provide a platform for startups to showcase their ideas, gain valuable feedback, and attract funding from investors. These events will also be positioned to foster collaboration, mentorship, and knowledge-sharing among entrepreneurs, industry leaders, and community stakeholders. *Potential Partners: Local/regional startup support organizations, industry cluster leaders, local entrepreneurs and startup investors*

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Action C: Launch a local early-stage startup investment fund

Access to capital for high-growth startups is critical to building a competitive entrepreneurial ecosystem. Unfortunately, early-stage investors mostly invest in major startup hubs like San Francisco, Seattle, Austin, and New York City, making it difficult for entrepreneurs in smaller markets to attract the investment capital they need to grow. The City will seek opportunities to help capitalize the fund as well as explore successful models focused on access to early-stage capital (pre-seed and seed), as well as services and resources such as affordable space, founder mentoring and coaching, business development and market analysis, business planning, and networking and peer support opportunities to ensure Vancouver-based startups have access to the full suite of resources they need to grow. The primary purpose of this action is to better position Vancouver to attract and retain talented entrepreneurs, foster local economic development, and leverage the city's strategic location near major technology and innovation markets in the Pacific Northwest.

Potential Partners: Local and regional startup support organizations, local entrepreneurs and startup investors

Goal 4: Invest in neighborhood commercial districts that result in safe, vibrant, and accessible communities

Success Metrics

- Number of vacant or underutilized commercial property in priority neighborhood commercial districts
- Number of jobs in priority neighborhood commercial districts
- Access to essential neighborhood services (food, housing, transportation, childcare, medical, etc.) near priority neighborhood commercial districts

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Action A: Establish a Neighborhood Business District Improvement Program
Neighborhood business districts serve as hubs for essential goods and services, create local jobs, and foster a sense of place and community for residents. These districts support small businesses, which often reflect the unique character and culture of the community, enhancing the area's identity and vibrancy. However, some existing neighborhood commercial areas struggle with property vacancy or underutilization, have minimal access to essential goods and services, provide little entertainment options, or are challenged by persistent blight and public safety issues. The City will seek to create a formal Neighborhood Business District Improvement Program, including identifying neighborhood-level funding options, such as Business Improvement Areas, to resource services such as landscaping, security improvements, public realm and district beautification investments, art installations, shop local campaigns, or e public events, entertainment and retail activities. *Potential Partners: Neighborhood associations, business district organizations, chambers of commerce, small businesses and property owners*

Action B: Leverage City-controlled real estate assets or redevelopment projects to provide affordable commercial solutions
For many entrepreneurs and small businesses, current market-rate commercial leases are too expensive, creating a barrier to business growth, limiting economic diversity, and often leading to an increase in underutilized properties. The City will evaluate opportunities to leverage existing City-owned real estate assets or redevelopment projects to offer affordable commercial opportunities for qualified businesses, including culturally-centered small businesses and high-growth startups. A key component of this effort would also include researching best-practices related to community-ownership or co-op real estate models. *Potential Partners: Center City Redevelopment Authority, partner real estate developers, small business technical assistance providers and local small businesses*

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City Council Meeting Minutes

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
cityofvancouver.us

Anne McEnerny-Ogle, Mayor • Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

March 3, 2025

Workshops: 4:30-6:00 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

The City Council Meeting was held on 3/3/2025 at 4:30 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/vid_link/37197?startStreamAt=0&stopStreamAt=5229

2025-2029 Vancouver Commute Trip Reduction Plan
(Approximately 45 minutes)

Olivia Kahn, Transportation Demand Management Coordinator, Rebecca Kennedy, Deputy Commmunity Development Director, Kate Drennan, Transportation Planning Program Manager, olivia.kahn@cityofvancouver.us, rebecca.kennedy@cityofvancouver.us, kate.drennan@cityofvancouver.us

Staff led Council through a discussion of the 2025-2029 Vancouver Commute Trip Reduction Plan.

Safe Stay Program
(Approximately 45 minutes, to immediately follow the previous workshop)

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@cityofvancouver.us

Staff led Council through a discussion of the Safe Stay Program.

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:
https://www.cvtv.org/vid_link/37199?startStreamAt=0&stopStreamAt=2018

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: *Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen, Mayor McEnerny-Ogle*

Absent: *None*

Approval of Minutes

Minutes - February 24, 2025

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 6, No: 0, Abstaining: 1, to approve the February 24, 2025, meeting minutes. Councilmember Hansen abstained.

Proclamations

Women's History Month

Mayor McEnerny-Ogle read and presented a proclamation to Tracey Reilly Kelly and Jo Waddell from the League of Women Voters Clark County, proclaiming March 2025, as Women's History Month.

Red Cross Month

Mayor McEnerny-Ogle read and presented a proclamation to Michelle Prosser and Mousumi Hazra, Board Members of the Red Cross Southwest Washington, proclaiming March 2025, as Red Cross Month.

Music in Our Schools Month

Mayor McEnerny-Ogle read and presented a proclamation to Jessicah Wager, Board President of the Southwest Washington Wind Symphony, proclaiming March 2025, as Music in Our Schools Month.

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- *Carmen DeLeon, Vancouver*
- *Kimberlee Goheen Elbon, La Center, WA*

There being no further testimony, Mayor McEnerny-Ogle closed Community Communication.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

Council pulled items 3 and 5 for discussion.

Motion by Councilmember Hansen, seconded by Councilmember Perez, and

Yes: 7, No: 0, Abstaining: 0, to approve Items 1, 2, 4 and 6-11 on the Consent agenda.

Motion by Councilmember Stober, seconded by Councilmember Harless, and Yes: 7, No: 0, Abstaining: 0, to approve Item 3 on the Consent agenda.

Motion by Councilmember Fox, seconded by Councilmember Hansen, and Yes: 7, No: 0, Abstaining: 0, to approve Item 5 on the Consent agenda.

1. Construction Acceptance - NW Daniels St. (W. 34th to 39th St.) Water Main Replacement - ITB 24-40

Staff Report: 044-25

Request: On Monday, March 3, 2025, accept the facilities as constructed by Halme Excavating, Inc., of Battle Ground, Washington and authorize the release of the contractor's retainage, subject to receipt of all documentation by law.

Patrick Craney, Water Resource Engineer,
patrick.craney@cityofvancouver.us

Motion approved the request.

2. Contract Award – Agreement Between City of Vancouver and LSW Architects for Fire Station 8 Design – RFQ 50-24

Staff Report: 045-25

Request: On Monday, March 3, 2025, authorize the City Manager, or designee, to enter into a Professional Services Agreement with LSW Architects for design services for Fire Station 8 for $1,306,972.24.

John Kearns, Capital Projects Project Manager,
Kevin.Kearns@cityofvancouver.us

Motion approved the request.

3. Contract Amendment – Legal Services Regarding PFAS Contamination - C-101309

Staff Report: 046-25

Request: On Monday, March 3, 2025, authorize the City Manager, or designee, to request an amended engagement letter for contract C-101309 with Marten Law of Seattle, Washington to allow for representation on all

PFAS contamination issues, and to increase the total contract amount up to $500,000.

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

Motion approved the request.

4. C-TRAN Interlocal Agreements – Transit Signal Priority and Property Acquisitions - Hwy 99 Bus Rapid Transit Corridor

Staff Report: 047-25

Request: On Monday, March 3, 2025, authorize the City Manager to finalize and execute two interlocal agreements between C-TRAN and the City of Vancouver for (1) Transit Signal Priority system installation and operation, and (2) for minor property acquisitions related to the Hwy 99 Bus Rapid Transit station development.

Chris Christofferson, Traffic Engineering Manager, chris.christofferson@cityofvancouver.us

Motion approved the request.

5. 2025 Department of Health Prehospital Trauma Grant

Staff Report: 048-25

Request: On Monday, March 3, 2025, authorize the City Manager, or designee, to approve the 2025 Department of Health Prehospital Trauma Grant and to purchase STOP THE BLEED® kits for trauma management.

Michelle Bresee, Senior Management Analyst, Robert Milano, Division Fire Chief, michelle.bresee@cityofvancouver.us, Robert.Milano@cityofvancouver.us

Motion approved the request.

6. 2023 and 2024 State Homeland Security Program Grants (SHSP)

Staff Report: 049-25

Request: On Monday, March 3, 2025, authorize the City Manager, or designee, to approve the 2023 and 2024 SHSP Grants, which will be used for:

- Metro Explosive Disposal Unit (MEDU) equipment for VPD

- Regional training for VFD

Michelle Bresee, Senior Management Analyst, Thomas O'Connor, Division Fire Chief, michelle.bresee@cityofvancouver.us, thomas.oconnor@cityofvancouver.us

Motion approved the request.

7. 2025 Firehouse Subs Public Safety Foundation Grant

Staff Report: 050-25

Request: On Monday, March 3, 2025, authorize the City Manager, or designee, to approve the 2025 Firehouse Subs Public Safety Foundation Grant, for the procurement of radio equipment for Vancouver Fire Department.

Michelle Bresee, Senior Management Analyst, Scott Willis, Division Fire Chief, michelle.bresee@cityofvancouver.us, Scott.Willis@cityofvancouver.us

Motion approved the request.

8. Downtown Redevelopment Authority Board Appointment

Request: On Monday, March 3, 2025, appoint Deborah McCracken to a midterm position on the Downtown Redevelopment Board, with a term beginning immediately and expiring December 31, 2028.

Subcommittee 2

Motion approved the request.

9. Salary Review Commission Appointment

Request: On Monday, Monday, March 3, 2025, appoint Jesika Williams to a full-term on the Salary Review Commission, with a term beginning February 24, 2025, and expiring February 23, 2029.

Mayor McEnerny-Ogle

Motion approved the request.

10. Vancouver Housing Authority Appointment

Request: On Monday, Monday, March 3, 2025, reappoint Carol Collier to a full-term on the Vancouver Housing Authority Board, with a term beginning immediately, and expiring February 11, 2030.

Mayor McEnerny-Ogle

Motion approved the request.

11. Approval of Claim Vouchers

Request: Approve claim vouchers for March 3, 2025.

Motion approved claim vouchers in the amount of $3,433,141.26.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

7:02 p.m.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: Kari Hotchkiss
To: City Council
Subject: Downtown parking changes on weekends
Date: Wednesday, February 26, 2025 9:48:25 AM

You don't often get email from [redacted] Learn why this is important

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi City Council,
My name is Kari Jackson and I live in Uptown Vancouver, attend church in downtown Vancouver, and have previously lived in downtown Vancouver. I was made aware of the council approved changes to downtown parking via the Colombian this morning and have some concerns.

The first is overall. While I understand the desire and even income for changing weekends away from being free to park, it should remain in consideration that most of the people coming into downtown on the weekends drive to get to where they want to go, they don't use the bus. And that isn't going to change until the whole county, which spans from rural country to mixed suburbs, adjusts its infrastructure. So, please consider this in your planning for availability of parking.

The second thing is most churches who meet on Sundays in downtown, many of whom's members are older and have more difficulty walking, don't have church owned parking lots nearby. The older members also don't always have downloaded QR codes and readers on their phones or email addresses to plug into parking kitty. I myself refuse to use qr readers at restaurants as it's just another thing to do isolated on my phone rather than just ask for a menu and talk with my spouse. So, if you could please have regular pay meters for those who are out of town or do not want another app whether because they are only staying once for dinner or just don't want another app that would be appreciated. When I was living downtown I would have walked.

The third thing is I read that pricing would go up every hour. While I appreciate this for dining- that two hours is a good amount of time to eat- If I say parked near my church for service on a Sunday and then walked down to farmer's market, played with my kid at the playground, and finished with lunch at a local restaurant, I would like to know that participating in the community in this way would not be penalized. We just built a wonderful new playground for kids to play on and that assumes there is time to play on it.

The fourth thing is regarding shuttles and not cars.
Frankly, unless you have a shuttle that will deliver me to my location all winter and spring while it pours down rain, I'm not going to take a shuttle so that I can walk three or four blocks or more in the rain when I can take my car.

The last part is from permit parking in past experience. When I lived downtown there wasn't enough parking in the parking garage for the building in which I lived, so I parked on the street for a year and a half. Removing the ability to get a permit isn't justice for the people who live in downtown. They already contend with the people visiting and taking all the parking spaces on weekends. They should be given a way to park their own cars near their

own homes.

Thank you for considering my thoughts as a regular user of downtown parking.

Sincerely,
Kari Jackson

From: City of Vancouver, WA
To: City Council
Subject: Submission: Contact City Council
Date: Sunday, March 2, 2025 3:52:31 PM

Contact the City Council

Name

Lois McIntosh

Email

[redacted]

Phone

5037840800

Address

[redacted]
Vancouver 98682
United States
Map It

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

All the Council

Message

I read the proposed change to downtown parking. I would like to comment on the proposal.
I live in east Vancouver with very limited access to mass transit. My friends and I only come downtown occasionally ;one of the main reasons is lack of parking sufficiently close to destinations. We used to go to the new Waterfront area which we like, but parking became quite an issue. One does not want to walk 15 blocks to get to a restaurant or event. Maybe that is why there is only 61% filled. The rest of the parking spaces are too far away. Maybe another parking lot is a good idea.

From: Wynn Grcich
To: City Council
Subject: Watch "Abortion Pill Active Chemicals Found in US Drinking Water: Study" on YouTube
Date: Thursday, February 27, 2025 10:18:45 PM

You don't often get email from [redacted]. Learn why this is important

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://youtu.be/Fm6-DD8xzHQ?si=4ARIA2cM0BXDVN5O. PLEASE SEND TO COUNCIL MEMBERS AND PUT ON PUBLIC RECORD. PLEASE CONFIRM THAT YOU DID. THANKS FROM WYNN

From: Wynn Grcich
To: Rebecca Messinger
Cc: City Council
Subject: Watch "Yale Scientists CONFIRM mRNA Shots Cause "Post-Vaccination Syndrome"! w/ Dr. Ram Yogendra" on YouTube
Date: Sunday, March 2, 2025 3:25:32 PM

You don't often get email from [redacted]. Learn why this is important

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https://youtu.be/xVRQ6swpES0?si=DZiAVghQGqQDJ-bW. Please send to council members and MELNICK. Put on public record and confirm that you did. Dr.Melnick will be staring his bird flu jabs soon. Thanks from Wynn

From: Wynn Grcich
To: Rebecca Messinger; City Council
Subject: School lockdowns
Date: Sunday, March 2, 2025 6:41:05 PM

You don't often get email from [redacted]. Learn why this is important

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://t.me/gatewaypunditofficial/44197. Please send to council members and MELNICK. Put on public record and confirm that you did. We don't want this to happen again with the next plandemic. Thanks from Wynn

Esteemed council members. My name is Danielle Jokela.

Several weeks ago, Councilmember Kim Harless issued a message to the community. Her message resonated with me deeply and my friends and I felt led to reiterate her message to you, the Council. Today, I will read a portion of her statement.

I have a message for the community:

As we are all aware, there is a dictatorship being brewed at the federal level.

An oligarchy of the rich and powerful to further funnel control, wealth, and freedom from The People to a very few.

The wealth gap between the top and everyone else is at historic levels.

When we talk locally about deficits, I can't help but be angry.

We recently went through a very difficult budget cycle.

Our $43 million dollar deficit is what some at the top make in a single day, plus change.

Everything the city does: the police, the fire, the parks, the community centers, the roads, the affordable housing, the soon to be shelter, paying wages for the amazing staff we have at the city, and so much more.

In a little over a month, one billionaire adds enough wealth to their individual coffers to cover our entire budget for a year.

Yet we are criticized for having a deficit.

As individuals, we are blamed for a lack of funds for our rent, our mortgages, our groceries.

It seems there is plenty to go around, but it isn't shared.

What kind of monster holds so much wealth when the lives of everyone around them could be better.

In Native culture, you show your wealth by how much you give and share, not by how much you hoard for yourself.

Shame on our new governor for changing Inslee's plan to balance the budget with a wealth tax by replacing it with further cuts.

Cuts including a delay in expansion of access to childcare and early learning programs for low-income families.

In a state with one of the most regressive tax systems in a nation of historic wealth disparity, it is appropriate to tax wealth.

In the interest of time, I, Danielle, am going to pause, and will ask my friend Nickeia Hunter to continue Councilmember Harless' remarks with the time she is allotted.

(Read in 2 min. 25 seconds)

Thank you, Danielle. Councilmembers, my name is Nickeia Hunter, and I will resume reading Ms. Harless' remarks where Danielle left off.

Since the presidential inauguration, there have been threats by the new administration towards local government officials such as Councilmember Harless, and to you as her colleagues, to comply with the federal executive branch's immigration enforcement initiatives, under threat of prosecution.

Nothing obligates local law enforcement to coordinate with federal law enforcement.

The federal government, not local law enforcement, is responsible for enforcing federal immigration laws.

Our policies at the city that police officers cannot be used for immigration enforcement, and that they do not ask about immigration status adheres to our community values.

These policies also demonstrate that we will not comply with the use of our limited city tax dollars being illegally used by the federal government.

Further, I will do anything in my power to ensure our city is safe for all our people as more federal overreach attempts occur, which they will.

With that, I, Nickeia, will pause, and pass the mic to my friend Monica Zazueta Tabor to close out Councilmember Harless' remarks. Thank you.

(Read in 1 min. 30 seconds)

Yolanda

Thank you, Nickeia. Councilmembers, my name is Monica Zazueta Tabor, and I will finish reading Harless' message to the community.

~~with~~ which my core energy resonates with

For thousands of years, people have traveled and traded throughout Turtle Island and South America.

My ancestors, and the ancestors of those who identify as Hispanic, Latino, Mexican, Chicano, South or Central American are the Aztecan and Mayan people who still exist today, and historically traveled and traded throughout this land long before there was any US border.

These people are Indigenous to the lands of the United States.

This new administration isn't set on removing "illegal aliens", it is deporting people who are native to the Americas that have an ancestral right to be here as Creator intended.

Since before the US declared independence from England, it was a core value of the colonizers to remove the native people from their lands.

The Declaration of Independence calls the native people merciless savages.

The roots of injustice in the US are written for the entire world to read.

A text held in the highest regard in our country.

It comes as no surprise that there are reports of people with Tribal citizenship being detained and harassed by ICE.

Compliance with a colonizing system of suppression and systematic genocide is still not enough to protect our Tribal communities from harm and harassment from the government.

It seems to be that if you are brown, you are guilty until proven innocent, just as our founding fathers intended.

But don't feel defeated.

I know I am not.

For many people, including myself, when we are pushed, we push back.

You, me, and every person that hears this has the capacity to do good and to make a difference.

We are each only one individual, but collectively, we are a threat to autocracy and neoliberalism.

Growing a garden and sharing food is rebellion.

Helping your neighbor free of charge is a revolution.

Cultivating joy and friendship with those around you is resistance.

Know your rights, and understand how our rights are being targeted.

Learn about topics such as bystander intervention, de-escalation techniques, and rapid emergency response.

Keep in mind that over two-thirds (68%) of eligible voters nationwide did NOT vote for this new administration.

In Washington State, it's even higher at over three quarters (75.6%).

This flurry of executive orders is meant to disarm you, to make you feel small and useless.

But the truth is that you and me together, we are powerful.

That concludes Councilmember Harless' remarks. Thank you for your time.

(Read in 2 min, 45 secs)

remember we are all interconnected and we need each other.

Wynn Grcich, Vancouver

Monday Aug 13, 2018

S.F Chronicle

Schools fail to use state's free lead tests

Two-thirds don't inspect water despite outreach

By Jill Tucker

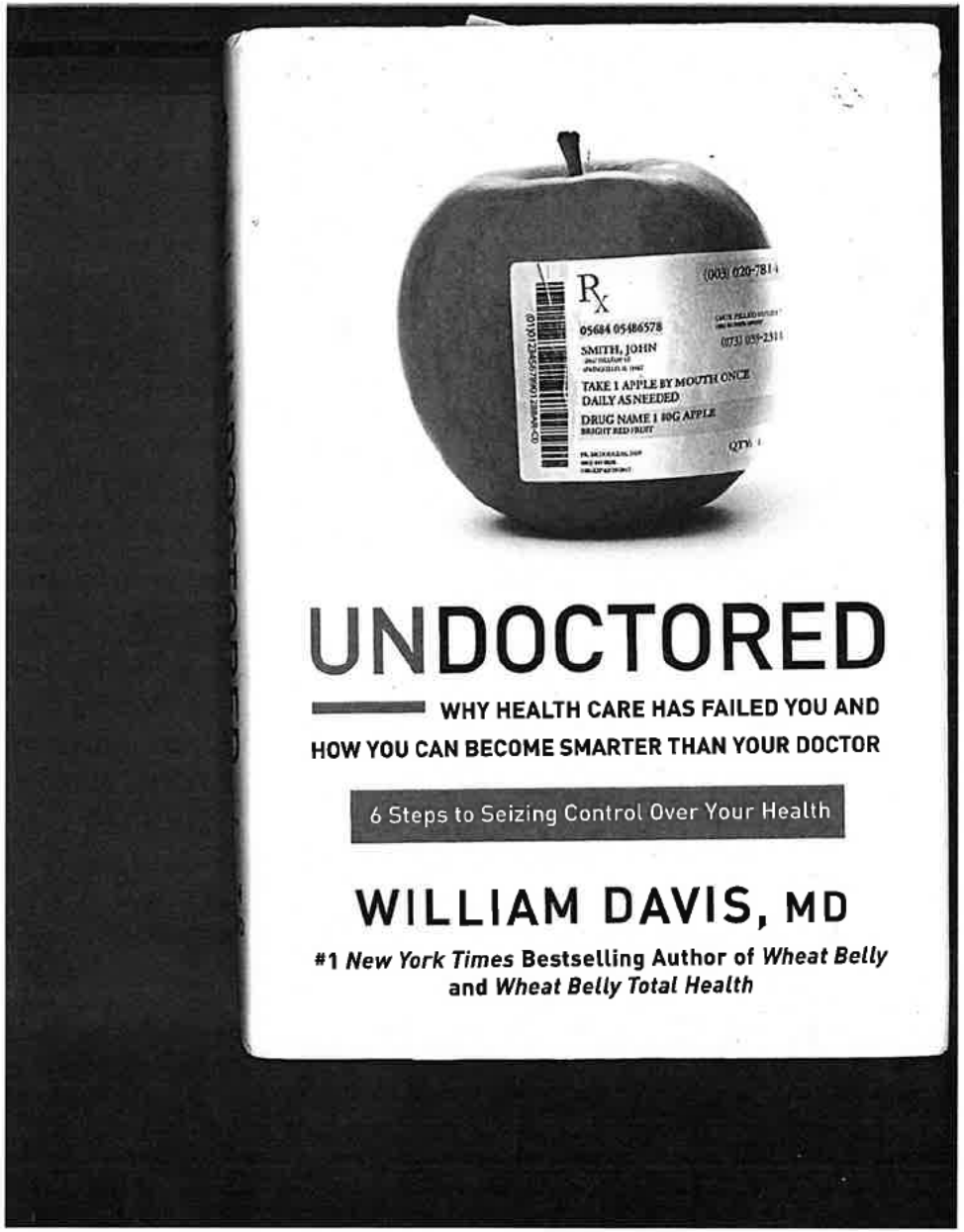
As students head back to class across California this month, many will sip water from school fountains or faucets that could contain high levels of lead.

That's because two-thirds of the state's 1,026 school districts have not taken advantage of a free state testing program to determine whether the toxic metal is coming out of the taps and, if so, whether it exceeds federal standards. Among the 330 districts that have started or completed testing, more than half identified at least one school where levels exceeded the federal standard, according to data submitted to the state by June 1.

The testing by local water utilities has been available to every public and private school in the state for more than 18 months. Exposure to high levels of lead can cause irreversible neurological and brain damage, including lowering a child's IQ.

"It is disappointing to see that a large number of districts have yet to take advantage of this pro-

Water continues on A6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UNDOCTORED
WHY HEALTH CARE HAS FAILED YOU AND HOW YOU CAN BECOME SMARTER THAN YOUR DOCTOR
6 Steps to Seizing Control Over Your Health
WILLIAM DAVIS, MD
#1 New York Times Bestselling Author of Wheat Belly and Wheat Belly Total Health

5G---NEW-HUMANS---ACCELERATING-TRANSITION-to-NET-ZERO---BRAIN-INVASION-and-more

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REGULAR COUNCIL MEETING

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Community Communications

City Council Meeting Agenda
July 15, 2024

2. **Bid Award - Sodium Fluoride Contract, per bid 24-33**
Staff Report: 130-24

Request: Award the bid amount of $841,338.00 ($2,580/ton) for purchase of Sodium Fluoride to the lowest bidder Newco Inc.

Brian Wilson, Operations Superintendent, 360-487-8275

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately - after the motion has been made and passed to approve the remaining items.

1. **Construction Acceptance - Water Station 7 Water Treatment Improvements**
Staff Report: 129-24

Cows Refused Inorganic Minerals

During my father's boyhood on a Virginia farm, his family raised dairy cattle. Salesmen would come to the farm to sell various kinds of feed. Dad remembers when his father purchased cattle food labeled "The Mighty Mineral Cattle Food". It was supposed to have lots of calcium, magnesium and other important minerals to help build strong cows that would produce extra milk. However, all of the minerals in this "mighty" cattle food were derived from powdered limestone and other inorganic sources: calcium carbonate and magnesium carbonate, etc. When this inorganic mineral formula was mixed with organic food, the cattle absolutely refused to eat the feed. Their innate dietary instincts prevented them from eating powdered limestone. All local farmers had the same experience. This worthless, inorganic mineral feed was taken off the market. *see www.mad-cow.org*

Beware of Dangerous Inorganic Minerals And Toxins in Our Drinking Water

As previously noted, chlorine, alum and other inorganic minerals such as calcium carbonate, magnesium carbonate and potassium carbonate are used to "purify" our drinking water. Keep in mind **the human body needs hydrogen and oxygen as a natural solvent in its internal chemistry.** Therefore our bodies need a constant supply of clean water. Where to get it? Even untreated, so-called "pure" water from springs, wells, etc. often contains some traces of inorganic minerals and toxic pollutants from industry, farms, fertilizers, etc.

This is the irony of Mother Nature: that this fluid – without which man can barely exist more than 72 hours before lapsing into a semi-comatose state – contains in most of its forms the exact inorganic chemicals which bring about the ultimate premature ageing of man and animals. Major aluminum companies want to pollute all our water with sodium fluoride, their deadly waste product they produce through aluminum processing.

Fluorine is a Deadly Poison

Millions upon millions of innocent people have been brainwashed by the aluminum companies to erroneously believe that adding sodium fluoride to our drinking water will reduce tooth decay in our children. Over 150 million Americans drink a daily dose of sodium fluoride in their water without knowing of it!



Fluorine, the gangster of the chemical underworld, made the deadly atomic bomb possible. The only scientific way to free the necessary quantities of fissionable Uranium 235, buried in the inert mass of its parent U-238, is to force uranium hexafluoride gas through many acres of porous barriers. The next part of the process gradually concentrates the elements, creating deadly "Hex", a deadly vicious hazard from radiation.



These 11 Associations, back in 1996 Stopped Endorsing Water Fluoridation

- *American Heart Assoc.*
- *American Academy of Allergy & Immunology*
- *American Cancer Society*
- *Chronic Fatigue Syndrome Action Network*
- *American Diabetes Assoc.*
- *National Institute of Law Municipal Officers*
- *American Chiropractic Assoc.*
- *American Civil Liberties Union*

Shocking Historical Fluoride Facts

- Adolf Hitler sought a means to make people docile and suggestible. He discovered that odorless sodium fluoride slowly poisons and makes dormant the small tissue in the brain's left rear occipital lobe that normally helps a person resist domination. Fluoride allows muscles to move one way, but not relax. In large doses fluoride can cause paralysis and death.
- Sodium fluoride is classified with arsenic and cyanide as a dangerous poison and is used in rat poison. Hydrogen fluoride is an industrial pollutant. It is illegal to sell or give away a fluoride pill of 1 mg. Fluoride slowly destroys the body's self-repair and rejuvenation capabilities causing premature ageing, bone damage and deformities.
- Fluoride increases the risk of hip fractures up to 41%. Fluoridation can cause tooth enamel mottling, poor health, mongolism in infants and increases the growth of cancer cells.

We must all demand safe, pure water!

The Fluoridation Fiasco*

- In recent years, fluoridation of our water supply has been shown not only ineffective in preventing tooth decay, but it poisons the body! How and why should public health policy and the American media live with and perpetuate this toxic sham?
- At first, industry could dispose of fluoride legally only in small amounts by selling it to insecticide and rat poison manufacturers. Then a commercial outlet was devised in the mid 1930s when a connection was made between a water supply bearing traces of natural fluoride and lower rates of tooth decay. Even after this connection was proven erroneous, it became a political, not a scientific issue! Many opponents originally started out as proponents, but changed their minds after closer looks at mounting evidence. They started viewing it as a capitalist-style con job of

More Fluoridation Fiasco Facts:

- The Sierra Club found in a study that people in unfluoridated developing nations have fewer dental caries than those living in industrialized nations. They concluded "fluoride is not essential to dental health."
- In British Columbia, only 11% of the population drinks fluoridated water, as opposed to 40-70% in other Canadian regions. Yet British Columbia has the lowest rate of tooth decay in Canada, with the lowest rates of dental caries occurring in areas of the province where the water is not fluoridated.
- In 1986-87, 39,000 school children between ages 5 and 17, living in 84 areas around the country, were studied. ⅓ of the places were fluoridated, ⅓ were partially fluoridated and ⅓ were not. Results showed no statistically significant differences in dental decay rates between fluoridated and unfluoridated cities.
- A World Health Organization survey reports a decline of dental decay in Western Europe, which is 98% unfluoridated. Europe's declining dental decay rates are equal to and sometimes lower than U.S. rates.
- A 1992 University of Arizona study yielded surprising results when they found that "the more fluoride a child drinks, the more cavities appear in the teeth."
- All the Native American Indian Reservations are now fluoridated by law. Children living on them have more incidences of dental decay and other oral health problems, caused by high sugar, refined foods, etc., than do children living in other U.S. communities!
- Most of Western Europe has rejected fluoridation on the grounds that it is unsafe! Sweden's Nobel Medical Institute recommended against fluoridation and the process was banned. The Netherlands outlawed the practice in 1976. France decided against it after consulting with its Pasteur Institute. West Germany, now Germany, rejected the practice because 1 ppm was dangerously "close to the dose at which long-term damage to the human body is to be expected."

By: Paul + Patricia Bragg

More Shocking Fluoride Updates!

Hip Fracture Rate Highest in U.S.
The fluoridation of our water is weakening our bones, slowly but surely.
– U.S. National Research Council and Townsend Letter for Doctors

Fluoride and Osteoporosis
Seniors living in areas with elevated fluoride levels in drinking water suffer up to 41% more hip fractures. In a study of 3,578 senior citizens, those who lived in areas with fluoridated water had a much greater risk of hip fractures.
– Journal of the American Medical Association

Fluoride and Bone Cancer
One study concluded that males under the age of 20 who live in areas with fluoridated water were six times more likely to suffer from bone cancer than males who don't. – New Jersey Department of Health

The Deadly Costs of Fluoridation
When a claimed 20% decrease in tooth decay is compared to a 600% increase in bone cancer or a 41% increase in hip fractures, when the cost of a tooth filling is compared to the cost of a hip fracture or cancer treatment, it is obvious that the human and economic costs of fluoridation are staggering.
– Health Action Network – www.hans.org

Fluoridated Water Increases Bone Cancer Risk
In a study conducted by the New Jersey Department of Health, young men who drank fluoridated water had a higher incidence of bone cancer. – The Record

Osteoporosis, Calcium and Fluoride
The National Institutes of Health (NIH) gathered a panel of "experts" to discuss the causes of the rising epidemic of bone fractures in the elderly. Although the evidence clearly shows that calcium supplements don't help, and just as clearly shows that fluoride is terrible for the bones, the NIH simply recommended an increase in the recommended daily allowance of calcium.
– The Fluoride Report

The Overwhelming Evidence that Fluoride Weakens Bones
Dr. John Lee showed that "...7 out of 10 recent studies show a clear correlation between bone fractures and water fluoridation. One of these studies involved 560,000 women over 65. The size of this study completely obliterates the few reports of small populations that showed no correlation."
– The Fluoride Report, September, 1994

Fluoride Actually Reduces Bone Strength, Instead of Increasing It!
In a five year study conducted to test fluoride as a treatment for osteoporosis, bone density was actually decreased 45%, therefore causing osteoporosis, rather than preventing it! The doses used were very close to the amount Americans take in over a fifty year span. – Bone, Vol. 15, 1994

How The EPA is Spending Your Tax Dollars
When Dr. Bill Marcus won back his job with the EPA after being fired for blowing the whistle on the cover-up of fluoride's hazards, the EPA refused to pay interest on his two years of lost wages. While the lawyers haggle, the whole

Water - The Shocking Truth That Can Save Your Life!

More Shocking Fluoride Updates . . .

Fluoridation Accidents Swept Under the Rug
Toxic spills of fluoride in drinking water have happened in several communities, but these were never publicized. Nausea, vomiting, diarrhea and even deaths occurred. – Townsend Letter for Doctors

Why Do Researchers Continue to Support Deadly Fluoridation?
Once accepted, scientific theories become very hard to debunk. Research done on the topic after a theory has been accepted becomes "a strenuous and devoted attempt to force nature into the conceptual boxes supplied by professional education."
– Thomas Kuhn, The Structure of Scientific Revolutions

Fluoride: Shocking Facts
Fluoride has never received FDA approval and wouldn't pass if it were subjected to the FDA's standards of safety and effectiveness. It's more toxic than lead by the EPA's standards and accumulates in the body. The maximum allowable lead in drinking water: 0.015 mg/liter; the maximum allowable for fluoride: 4.000 mg/liter. – Health Action Network – www.hans.org

Fluoridation: A Health Violation of Medical Ethics
Fluoride is a pharmacologically active substance unrelated to water purification. There is no possibility of obtaining individual informed consent for medication with this experimental drug when it is placed in a public water system. For these reasons, fluoridation violates the Nuremburg Code of medical ethics and human rights. – Health Action Network

Fluoride: Industrial Waste
The fluoride in your water is actually toxic waste left over after the manufacture of aluminum and chemical fertilizers.
– Dr. John Yiamouyiannis, *Fluoride, The Aging Factor*

Environmental Protection Agency Infighting
EPA toxicologists have long been asking that the standards for water fluoridation be revised, while EPA administrators continue to reject their warnings and have even disciplined employees who have spoken out. – The Pittsburgh Press

Fluoridation is Big Business
Despite the fact that it doesn't actually prevent tooth decay in children or adults, government officials still devote our tax dollars to fluoridation. Several other countries tried it and stopped when their research showed that the risks far outweighed the benefits. In this country, the big companies that make huge profits from selling this toxic waste material are so powerful that the facts are swept under the rug. – Let's Live! May 1996. This magazine, originally called California Health News, was started by Paul C. Bragg, who changed the name because, he said, "Everybody wants to – Let's Live!"

Mohawk Indians' Fluoride Tragedy
In the period from 1960 to 1975, a Mohawk Indian tribe in the Northeast U.S. was all but obliterated by fluoride contamination. Cows, fish and children all suffered from tooth and bone deformities

Danger – Don't Drink Water Contaminated with Sodium Fluoride

Fluoride is one of the most potent poisons known to man. Selling this poison swells the bank accounts of the big companies who, in turn, often pay big dividends to their stockholders. This money is made by selling a waste by-product! All these industries had to do, using the media and powerful lobbies, was brainwash the public into accepting their false statements that fluoride added to their water would prevent tooth decay.



Now the drinking water in most cities is being fluoridated due to the powerful organizations who are sponsoring this mass poisoning. In our opinion, many early deaths today are caused by premature damage to our arteries due to sodium fluoride, that also damages the heart, lungs, liver, brain and other vital organs!

Read and reread this book carefully! More than 85 combined years of research has gone into acquiring and compiling this vital information for your health.

Scientists around the world agree that the health of the world's waters will be one of the most important health environmental issues of this 21st century. – www.wyland.com *(see page 123)*

Who wants to return to the old days when food had a taste and water didn't and you couldn't even see the air you breathed? The realization of the deterioration of the environment and of problems of population, food, power and water, has been growing on us through a frightening total of isolated reports. Penguins accumulate DDT in Antarctica, the California redwood forests are going fast, there are power blackouts in major cities, lead enters the atmosphere from gasoline – contributing to smog, there is mercury in the rivers, radioactive waste and nerve gas are dumped into the oceans. Every newspaper and news magazine worldwide brings another bad situation to the reader's attention and there are crises everywhere. No matter what the real situation is, constant bombardment creates a feeling of hysteria and despair.
– *Water: The Web of Life* by Robert M. Garrels & Cynthia A. Hunt

In contemplating the nature of water I feel that it is the mother, the life of all material manifestation. It is the most flexible and yet the most solid, the most destructive but, next to air, the most necessary. No matter how much it is mixed with other substances, when we distill it, it is cleansed and purified into

We Live in a Sick, Sick World

We are independent researchers and health crusaders for the truth. We're loners. No one controls what we say. No organization dictates to us! We have no financial master to serve; therefore we can give you the plain, honest truth. We love inspiring and guiding you with our simple, easy-to-follow Bragg Healthy Lifestyle, so you can enjoy a long, vibrantly youthful life! We've spent our lives researching and studying human health. We've been trying to understand why people become sick, prematurely old, senile and die long before their time!

It's our conclusion that many make themselves sick and shorten their lives by consuming unhealthy toxic water and unhealthy foods! Plus, many use tobacco and also consume powerful stimulants such as alcohol, coffee, diet and sugared colas. They also eat high concentrations of refined white sugar and its products, refined white flour products such as white bread, pasta, white rice and salt and salted foods. They often overeat, mostly refined, devitalized, dead foods, dairy, meat and saturated fats! These are the killers that fill the arteries with waxy, clogging cholesterol (read Bragg Heart Book).


Foods can make or break your health. You can dig your grave with your knife, fork and spoon! Use Caution in what you eat and drink.

These bad, unhealthy habits – plus lack of exercise, sunlight and fresh air – add up to physical unfitness. 97% of people today are physically unfit and 65% are overweight! Most people eat such an unhealthy diet that they suffer from sickness and fatigue. They drag around all day and at night are forced to take sleeping pills to sleep. When awake, they take


We are a nation of pill takers. Every 24 hours between 50 and 75 tons of pain killers and other so-called remedies are consumed.

If we could look inside ourselves, we would also see the digestive tract performing miraculous changes to the foods and drinks we consume. We would see it transform salads, raw nuts, seeds, raw and cooked organic vegetables, fruits and other healthy foods into vital substances our bodies' cells need and can use. People who live on dead, devitalized diets would see how the body's chemistry labors to handle burgers, hot dogs, processed deli meats, high fat and sugar foods, ice cream, candy, colas and all other "fast food trash" that insults, sickens and clogs their digestive tracts and bodies!



Nitrates and nitrites are harmful food additives.

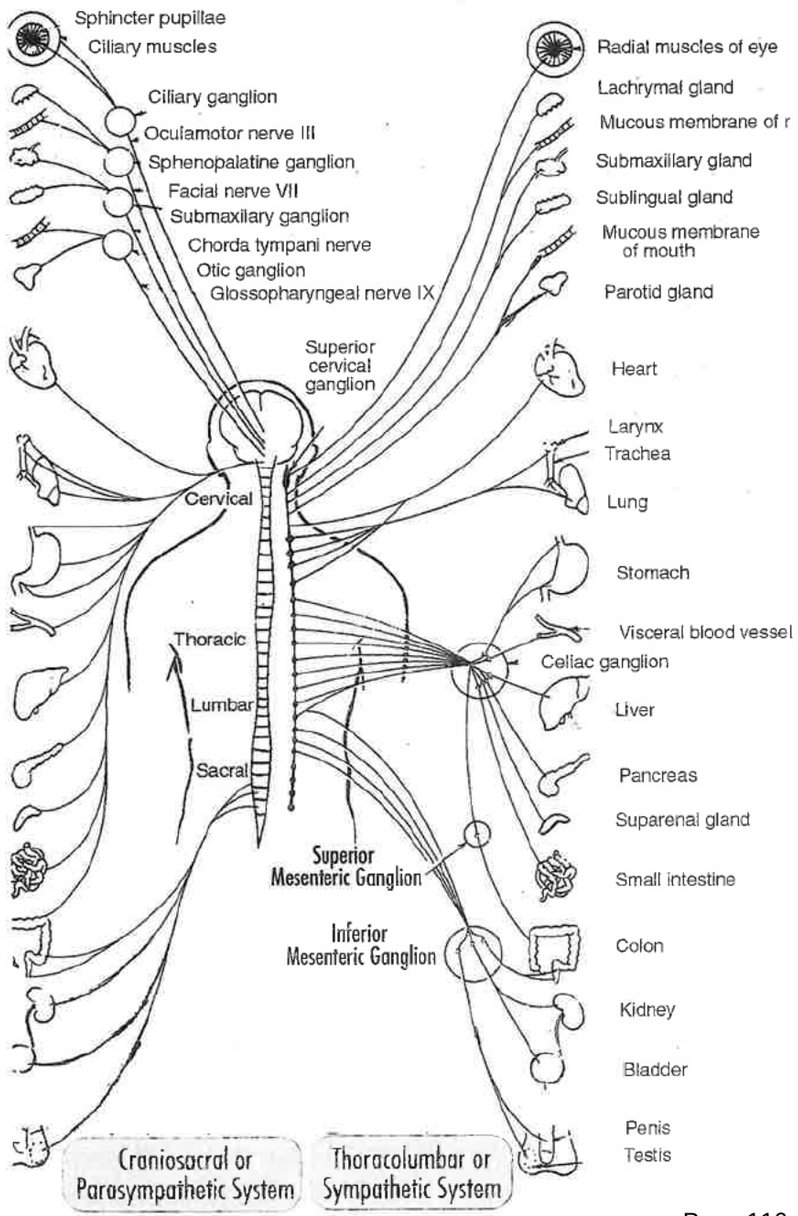
If we could get a full view of the largest organ in the body, the liver, we would see how it struggles to handle alcohol, coffee, tea, cola, soft drinks and other unhealthy liquids. We would see the disastrous effects of the dangerous inorganic chemicals that are added to our drinking water by man. Also, Mother Nature can often do more harm than man by contaminating water with inorganic minerals such as calcium, magnesium and potassium carbonates and many other substances. Looking closely, we would see that the liver is hardening into stone.



Thousands of people die from a disease known as cirrhosis of the liver – fibrosis, which is a hardening caused by excessive formation of connective tissue followed by contraction of the liver. Both hard water's inorganic minerals and alcohol consumption hardens the liver. The world is recklessly consuming toxic alcohol products which is leading to grave health problems – please drinkers, beware and stop (see www.aa.org)!!!

The health journals all agree that the best and most wholesome part of the doughnut is the hole. The larger the hole, they say, the better the doughnut.

Autonomic Nervous System – The Body's Communication Network –



Autonomic Nervous System, showing its 2 divisions.

Most doctors assert that there is no known cure when hardening of the arteries takes place. New techniques have been developed to implant plastic arteries in place of the clogged arteries and veins of the heart and neck. There is expensive heart vascular surgery and other expensive surgical procedures for cleaning out the inorganic deposits of the larger arteries (U.S. spends over $150 billion yearly to try to remedy the affects of bad diet). But when you consider the extent of the entire pipe system of the human body, cleaning out a small amount could not accomplish a great deal. Miles of arteries, veins and capillaries would have to be cleansed of their inorganic crust to be effective. Read on – the solution to stop this hardening is living The Bragg Healthy Lifestyle, to keep your heart and body healthy!

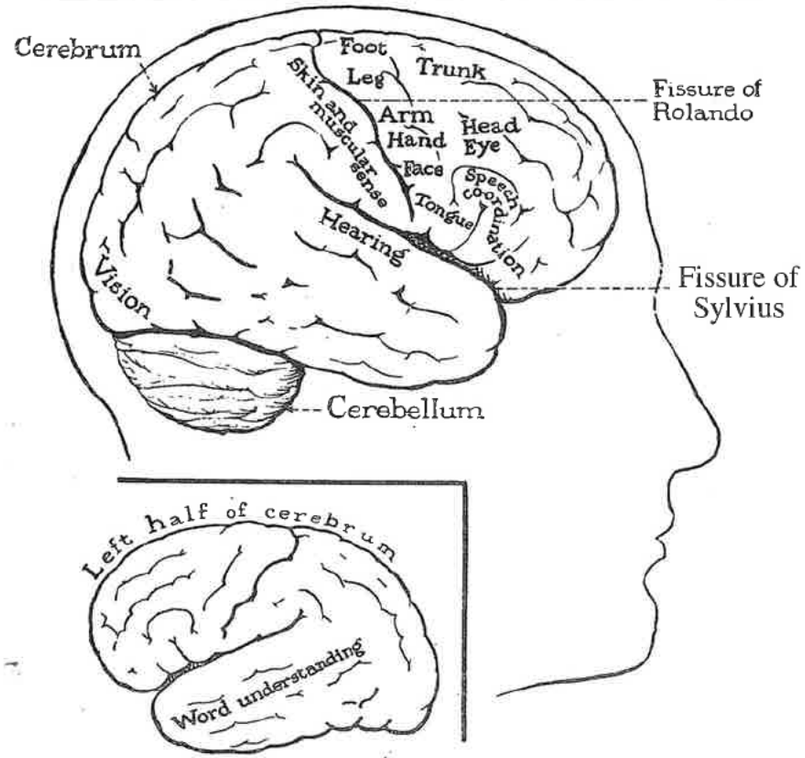
Brains Turned to Stone

The greatest damage done by inorganic minerals – plus waxy cholesterol and salt (sodium chloride) – is to the small arteries and other blood vessels of the brain. It also causes deterioration of the kidneys, liver, heart and other vital organs of the body. Essentially, premature ageing and senility are the brain turning into stone! Visit the large convalescent and rest homes and see with your own eyes the number of people who can no longer reason or think for themselves. Many of them cannot even recognize their own children and relatives!

Millions of people have lost all power of thinking! They often have no control over their eliminative organs and have to wear diapers. Many of them have to be hand fed. All the higher functions of the brain are gone. Their minds and eyes stare into empty space.

This is the way many end up! Millions are saved from this tragedy because they die before their body chemistry has time to turn their brains to stone. Hardening of the arteries and calcification of the blood vessels starts the day you are born, because from birth we begin taking inorganic minerals and chemicals into our bodies.

Miracle Functions of the Human Brain



No power on earth can restore the life of a brain hardened by inorganic minerals that has virtually turned to stone.
Don't let this happen to you! This condition is preventable!
Drink organic vegetable and fruit juices and safe, pure distilled water only.

Lack of water is the #1 trigger of daytime fatigue!

Paul Bragg's work on water and fasting is one of the great contributions to the Healing Wisdom and the Natural Health Movement in the world today. – Gabriel Cousens, M.D., Author of *Conscious Eating and Spiritual Nutrition*

There is only one water that is clean and that is steam distilled water. No other substance on our planet does so much to keep us healthy and get us well as this water does. – Dr. James Balch, M.D., Author of *Dietary Wellness*

Water is the Key to All Body Functions!

- Heart
- Circulation
- Muscles
- Metabolism
- Energy
- Glands

US010703789B2

(12) United States Patent
De Fougerolles et al.

(10) Patent No.: US 10,703,789 B2
(45) Date of Patent: *Jul. 7, 2020

(54) MODIFIED POLYNUCLEOTIDES FOR THE PRODUCTION OF SECRETED PROTEINS

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(73) Assignee: ModernaTX, Inc., Cambridge, MA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

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Related U.S. Application Data

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A61K 31/7088	(2006.01)
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C12N 15/85	(2006.01)
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A61K 47/10	(2017.01)
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A61K 39/395	(2006.01)

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(52) U.S. Cl.

CPC *C07K 14/535* (2013.01); *A61K 9/1271* (2013.01); *A61K 9/1272* (2013.01); *A61K 9/1277* (2013.01); *A61K 9/14* (2013.01); *A61K 9/5031* (2013.01); *A61K 31/7088* (2013.01); *A61K 38/1767* (2013.01); *A61K 38/1816* (2013.01); *A61K 38/1866* (2013.01); *A61K 38/191* (2013.01); *A61K 38/193* (2013.01); *A61K 38/212* (2013.01); *A61K 38/215* (2013.01); *A61K 38/36* (2013.01); *A61K 38/363* (2013.01); *A61K 38/44* (2013.01); *A61K 38/4833* (2013.01); *A61K 38/4846* (2013.01); *A61K 39/3955* (2013.01); *A61K 47/10* (2013.01); *A61K 47/54* (2017.08); *A61K 47/542* (2017.08); *A61K 48/0033* (2013.01); *A61K 48/0066* (2013.01); *A61K 48/0075* (2013.01); *C07K 14/47* (2013.01); *C07K 14/475* (2013.01); *C07K 14/505* (2013.01); *C07K 14/525* (2013.01); *C07K 14/56* (2013.01); *C07K 14/565* (2013.01); *C07K 14/745* (2013.01); *C07K 14/75* (2013.01); *C07K 16/2887* (2013.01); *C07K 16/32* (2013.01); *C07K 19/00* (2013.01); *C12N 9/0069* (2013.01); *C12N 9/644* (2013.01); *C12N 15/85* (2013.01); *C12N 15/88* (2013.01); *C12Y 113/12007* (2013.01); *C12Y 304/21005* (2013.01); *C12Y 304/21022* (2013.01); *A61K 9/0019* (2013.01); *A61K 48/00* (2013.01); *C12N 2840/00* (2013.01)

(58) Field of Classification Search

CPC C07H 21/02; C12N 15/67; C12N 15/11

See application file for complete search history.

(56) References Cited

U.S. PATENT DOCUMENTS

5,489,677 A	2/1996	Sanghvi et al.
5,591,722 A	1/1997	Montgomery et al.

(Continued)

FOREIGN PATENT DOCUMENTS

CA	2028849 A1	9/1991
CA	2473135 A1	6/2003

(Continued)

OTHER PUBLICATIONS

Anderson et al., "Incorporation of pseudouridine into mRNA enhances translation by diminishing PKR activation," Nucleic Acids Res. 38(17):5884-92 (2010).

(Continued)

Primary Examiner — Antonio Galisteo Gonzalez

(74) *Attorney, Agent, or Firm* — Clark & Elbing LLP

(57) ABSTRACT

A pharmaceutical composition which has a plurality of lipid nanoparticles that has a mean particle size of between 80 nm and 160 nm and contains a modified mRNA encoding a polypeptide. The lipid nanoparticles include a cationic lipid, a neutral lipid, a cholesterol, and a PEG lipid. The mRNA contains a 5'-cap, 5'-UTR, N1-methyl-pseudouridine, a 3'-UTR, and a poly-A region with at least 100 nucleotides.

14 Claims, 14 Drawing Sheets

Specification includes a Sequence Listing.

tured herein have morpholino backbone structures of the above-referenced U.S. Pat. No. 5,034,506.

Modifications at the 2' position may also aid in delivery. Preferably, modifications at the 2' position are not located in a polypeptide-coding sequence, i.e., not in a translatable region. Modifications at the 2' position may be located in a 5'UTR, a 3'UTR and/or a tailing region. Modifications at the 2' position can include one of the following at the 2' position: H (i.e., 2'-deoxy); F; O—, S—, or N-alkyl; O—, S—, or N-alkenyl; O—, S- or N-alkynyl; or O-alkyl-O-alkyl, wherein the alkyl, alkenyl and alkynyl may be substituted or unsubstituted C_1 to C_{10} alkyl or C_2 to C_{10} alkenyl and alkynyl. Exemplary suitable modifications include $O[(CH_2)_nO]_mCH_3$, $O(CH_2)_nOCH_3$, $O(CH_2)_nNH_2$, $O(CH_2)_nCH_3$, $O(CH_2)_nONH_2$, and $O(CH_2)_nON[(CH_2)_nCH_3)]_2$, where n and m are from 1 to about 10. In other embodiments, the polynucleotides, primary constructs or mmRNA include one of the following at the 2' position: C_1 to C_{10} lower alkyl, substituted lower alkyl, alkaryl, aralkyl, O-alkaryl or O-aralkyl, SH, SCH_3, OCN, Cl, Br, CN, CF_3, OCF_3, $SOCH_3$, SO_2CH_3, ONO_2, NO_2, N_3, NH_2, heterocycloalkyl, heterocycloalkaryl, aminoalkylamino, polyalkylamino, substituted silyl, an RNA cleaving group, a reporter group, an intercalator, a group for improving the pharmacokinetic properties, or a group for improving the pharmacodynamic properties, and other substituents having similar properties. In some embodiments, the modification includes a 2'-methoxyethoxy (2'-O—$CH_2CH_2OCH_3$, also known as 2'-O-(2-methoxyethyl) or 2'-MOE) (Martin et al., *Helv. Chim. Acta*, 1995, 78:486-504) i.e., an alkoxy-alkoxy group. Another exemplary modification is 2'-dimethylaminooxyethoxy, i.e., a $O(CH_2)_2ON(CH_3)_2$ group, also known as 2'-DMAOE, as described in examples herein below, and 2'-dimethylaminoethoxyethoxy (also known in the art as 2'-O-dimethylaminoethoxyethyl or 2'-DMAEOE), i.e., 2'-O—CH_2—O—CH_2—$N(CH_2)_2$, also described in examples herein below. Other modifications include 2'-methoxy (2'-OCH_3), 2'-aminopropoxy (2'-$OCH_2CH_2CH_2NH_2$) and 2'-fluoro (2'-F). Similar modifications may also be made at other positions, particularly the 3' position of the sugar on the 3' terminal nucleotide or in 2'-5' linked dsRNAs and the 5' position of 5' terminal nucleotide. Polynucleotides of the invention may also have sugar mimetics such as cyclobutyl moieties in place of the pentofuranosyl sugar. Representative U.S. patents that teach the preparation of such modified sugar structures include, but are not limited to, U.S. Pat. Nos. 4,981,957; 5,118,800; 5,319,080; 5,359,044; 5,393,878; 5,446,137; 5,466,786; 5,514,785; 5,519,134; 5,567,811; 5,576,427; 5,591,722; 5,597,909; 5,610,300; 5,627,053; 5,639,873; 5,646,265; 5,658,873; 5,670,633; and 5,700,920 and each of which is herein incorporated by reference.

In still other embodiments, the polynucleotide, primary construct, or mmRNA is covalently conjugated to a cell penetrating polypeptide. The cell-penetrating peptide may also include a signal sequence. The conjugates of the invention can be designed to have increased stability; increased cell transfection; and/or altered the biodistribution (e.g., targeted to specific tissues or cell types).

In one embodiment, the polynucleotides, primary constructs or mmRNA may be conjugated to an agent to enhance delivery. As a non-limiting example, the agent may be a monomer or polymer such as a targeting monomer or a polymer having targeting blocks as described in International Publication No. WO2011062965, herein incorporated by reference in its entirety. In another non-limiting example, the agent may be a transport agent covalently coupled to the polynucleotides, primary constructs or mmRNA of the present invention (See e.g., U.S. Pat. Nos. 6,835,393 and 7,374,778, each of which is herein incorporated by reference in its entirety). In yet another non-limiting example, the agent may be a membrane barrier transport enhancing agent such as those described in U.S. Pat. Nos. 7,737,108 and 8,003,129, each of which is herein incorporated by reference in its entirety.

In another embodiment, polynucleotides, primary constructs or mmRNA may be conjugated to SMARTT POLYMER TECHNOLOGY® (PHASERX®, Inc. Seattle, Wash.).

Self-Assembled Nanoparticles

Nucleic Acid Self-Assembled Nanoparticles

Self-assembled nanoparticles have a well-defined size which may be precisely controlled as the nucleic acid strands may be easily reprogrammable. For example, the optimal particle size for a cancer-targeting nanodelivery carrier is 20-100 nm as a diameter greater than 20 nm avoids renal clearance and enhances delivery to certain tumors through enhanced permeability and retention effect. Using self-assembled nucleic acid nanoparticles a single uniform population in size and shape having a precisely controlled spatial orientation and density of cancer-targeting ligands for enhanced delivery. As a non-limiting example, oligonucleotide nanoparticles were prepared using programmable self-assembly of short DNA fragments and complementary siRNAs. These nanoparticles are molecularly identical with controllable particle size and target ligand location and density. The DNA fragments and siRNAs self-assembled into a one-step reaction to generate DNA/siRNA tetrahedral nanoparticles for targeted in vivo delivery. (Lee et al., Nature Nanotechnology 2012 7:389-393; herein incorporated by reference in its entirety).

In one embodiment, the polynucleotides, primary constructs and/or mmRNA disclosed herein may be formulated as self-assembled nanoparticles. As a non-limiting example, nucleic acids may be used to make nanoparticles which may be used in a delivery system for the polynucleotides, primary constructs and/or mmRNA of the present invention (See e.g., International Pub. No. WO2012125987; herein incorporated by reference in its entirety).

In one embodiment, the nucleic acid self-assembled nanoparticles may comprise a core of the polynucleotides, primary constructs or mmRNA disclosed herein and a polymer shell. The polymer shell may be any of the polymers described herein and are known in the art. In an additional embodiment, the polymer shell may be used to protect the polynucleotides, primary constructs and mmRNA in the core.

Polymer-Based Self-Assembled Nanoparticles

Polymers may be used to form sheets which self-assembled into nanoparticles. These nanoparticles may be used to deliver the polynucleotides, primary constructs and mmRNA of the present invention. In one embodiment, these self-assembled nanoparticles may be microsponges formed of long polymers of RNA hairpins which form into crystalline 'pleated' sheets before self-assembling into microsponges. These microsponges are densely-packed sponge like microparticles which may function as an efficient carrier and may be able to deliver cargo to a cell. The microsponges may be from 1 um to 300 nm in diameter. The microsponges may be complexed with other agents known in the art to form larger microsponges. As a non-limiting example, the microsponge may be complexed with an agent to form an outer layer to promote cellular uptake such as polycation polyethyleneime (PEI). This complex can form a 250-nm



Are Biden's vaccine requirements legal?

yahoo!news | **LAURA RAMIREZ-FELDMAN**
September 20, 2021, 10:14 AM



Shortly after President Biden announced a new vaccine mandate to combat the recent COVID-19 surge driven by the Delta variant, some conservative governors vowed to file lawsuits challenging the plan. Some already have.

Last Tuesday, Arizon became the first state to sue the Biden Administration over COVID-19 vaccine mandates

In an address to the nation Sept. 9, Biden outlined his multistep "Out of the Pandemic" plan, which includes vaccine mandates that will affect about 100 million Americans — two-thirds of all workers. Under the plan, the federal government will require all federal executive branch workers, as well as all employees of federal contractors, to be vaccinated.

Previously, federal employees had the option to get vaccinated or undergo regular testing.

"If you want to work with the federal government and do business with us, get vaccinated," Biden said. "If you want to do business with the federal government, vaccinate your workforce."

This vaccine order will cover about 90 percent of approximately 4 million federal employees. However, it does not apply to non-executive-branch employees, such as members of Congress or judicial employees.

The question for many was whether such a mandate will stand up to legal challenges.

Robert Field, professor of law and public health at Drexel University, told Yahoo News that Biden's mandates for federal employees are "clearly constitutional" because "it is within the president's power to control the executive branch and the people who work for it."

The new proposal also requires anyone who works in a hospital, home health care environment or other medical facility that treats patients on Medicare and Medicaid to be vaccinated. This was already a requirement for health care workers in nursing homes that receive funding from the federal programs.

The decision will cover a total of 17 million healthcare workers. Field says Biden is also "on very clear footing" when it comes to this part of the new mandate, because federal agencies can set requirements for federal funding to ensure the safety of patients and staff.

The most controversial piece of the president's plan is his directing the Department of Labor to issue an emergency rule requiring private employers with 100 or more employees to ensure their workforce is vaccinated or tested on a weekly basis.



These employers will also be required to provide paid time off to workers who decide to get vaccinated, so they can recover in the event of experiencing any short-term side effects from the shot.

According to the president, the Department of Labor's Occupational Safety and Health Administration (OSHA), will be formulating and enforcing this new rule as an Emergency Temporary Standard (ETS).

Congress created OSHA in 1970 to ensure safe and healthful working conditions for workers by setting and enforcing such standards. The agency can enact these regulations and enforce them immediately if a "grave danger" to workers is present. For example, it issued an ETS for all health care workers in June, stating that "employee exposure to SARS-CoV-2, the virus that causes COVID-19, presents a grave danger to workers in health care settings."

Field says the president could expect to face some challenges in trying to implement these mandates for private employers, and he expects that OSHA's authority to issue emergency standards will be tested.

"Osha has only tried about 10 times in it's history" to issue these standards, Field says, and just six have gone into effect. "Almost half of them have, in fact, been struck down." However, the current state of the covid-19 pandemic meets the criteria for a medical national emergency.

"The Biden administration has a pretty strong argument that a pandemic that's killed almost 700,000 Americans, and that is now killing almost 2,000 [Americans] a day, is a national emergency that qualifies under OSHA's authority," he said.

Another challenge the Biden administration will face will be whether OSHA, which is severely understaffed, will be able to enforce the new rule.

The agency, Field says, has always been understaffed, but under the Trump administration the number of workplace safety inspectors was reduced to the lowest level since the early 1970s.

OSHA now has an estimated 800 safety and compliance inspectors who will be tasked with covering more than 100,000 private-sector companies that will be affected by the new rule.

All the mandates include religious and medical exemptions. Employers in those cases must give workers a choice between showing proof of vaccination and undergoing regular testing.

"I think it's a bit of a misnomer to call it a vaccine mandate. ... It's an option," Field said. "You don't have to be vaccinated if you submit to weekly testing."

Read more from Yahoo News:

- Why the U.S. lags behind Europe on climate change goals 'by 10 or 15 years'

s to Biden's vaccine mandates unlikely to say

Sept. 10, 2021, 12:20 PM PDT

By Adam Edelman

Nearly two dozen Republican governors, as well as the GOP itself, have vowed to file lawsuits or take other actions to block President Joe Biden's newly announced vaccination mandates – but legal experts say they'll have a hard time successfully making their case in court.

Biden on Thursday issued two executive orders mandating vaccines for federal workers and contractors and also announced new requirements for large employers and health care providers that he said would affect around 100 million workers, more than two-thirds of the U.S. workforce. Following the announcement, Republicans across the country slammed the moves. South Dakota Gov. Kristie Noem tweeted that her state would "Stand up to defend freedom," adding, "@Joe Biden see you in court."

Georgia Gov. Brian Kemp tweeted he would "pursue every legal option available" to stop "this blatantly unlawful overreach," while Arizona Gov. Doug Ducey tweeted that the White House was "hammering down on private businesses and individual freedoms in an unprecedented and dangerous way" and that "we must and will push back."





— A sign during a protest against Covid-19 vaccination mandates in Lansing, Michi., on Aug. 6, 2021.
Matthew Hatcher / Bloomberg via Getty Images file

South Carolina Gov. Henry McMaster said in a statement that "Biden and the radical Democrats (have) thumbed their noses at the Constitution" and Oklahoma Gov. Kevin Stitt said, "as long as I am governor, there will be no government vaccine mandates in Oklahoma." Texas Gov. Greg Abbott tweeted he's already "working to halt this power grab."

Republican National Committee Chairwoman Ronna McDaniel called Biden's move "unconstitutional" and said the RNC will sue the administration.

Legal experts, however, said those lawsuits are most likely – but not certain – to fail, due to wide-ranging powers that the Constitution and decades of administrative law precedent have established.

Biden on Friday appeared to be spoiling for that fight, telling Republican governors to "have at it" and slamming Republican officials as being "cavalier with the health of their communities" when asked about criticism of the new vaccine requirements.

Generally speaking, public health powers are delegated to the states, experts said. But the Constitution also gives the federal government broad powers to regulate certain matters when it perceives that states and localities are not able to do so, or are doing so inadequately.

In this case, experts explained, Biden's mandates pass muster because he is filtering them through the lenses of workplace safety and through the Constitutional language of federal spending powers.



"President Biden is acting within the authority of the executive branch to impose rules and regulations – sometimes referred to as the regulatory state – and within the rule-making authority associated with a range of federal administrative agencies," said Juliet Sorensen, a professor at Northwestern University's Pritzker School of Law and an expert on health and human rights laws.

Biden's orders will largely be enforced by the Department of Labor, which includes the Occupational Safety and Hazard Administration, an arm of the executive branch with the authority to implement and oversee the orders, Sorensen said. OSHA's mission is to ensure safe workplace conditions around the country and therefore naturally extends to keeping workers safe from Covid, she added.

"The gravity of the pandemic and the fact that it's persisted without these mandates in place puts the president on solid ground, legally," she said.

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The president also has the power to regulate spending power, which is relevant to Biden's mandate requiring employees working in health care facilities that receive Medicare or Medicaid reimbursement to be vaccinated, according to Sylvia A. Law, a professor emeritus at New York University's School of Law.

Through the Constitution, Congress has the explicit power to attach conditions to whatever money it's disbursing – including the hundreds of billions it spends each year on Medicare and

Medicaid. But the president and the executive branch have the constitutional power to dictate various elements of federal spending, especially when it comes to health care.

"Most of what exists in this space has pretty much been made up by the agencies and upheld in some cases, by the courts. We understand that the Congress paints in broad strokes and, simply put, much of the rest of it gets filled in by rules, regulations and court rulings," Law said.

"Under current law, it's clear that Biden has the power to do what he's done," she said.

But, as is the case with most legal arguments, the administration's case for mandates won't be impeccable, Law warned.

"A smart lawyer who doesn't agree with vaccine mandates will be able to make a 'pass-the-laugh-test' argument that it's not legal, and with the makeup of this current Supreme Court, it's hard to know how that would shake out," Law said.

Law said that some individuals may be able to claim exemptions based on religious or health grounds, but those concerns are unlikely to topple the mandates more broadly.

Sorensen said the strongest area to challenge the mandates for Republican officials and operatives lies in how the mandates would be enforced.

"If I'm a Republican governor, I'm looking closely at that language," she said.

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Will Fauci Be Held Accountable for Lying to Congress?

Analysis by Dr. Joseph Mercola | Fact Checked

STORY AT-A-GLANCE

- Paul Thacker, a former investigator with the U.S. Senate, says Dr. Anthony Fauci lied to Congress when he claimed he's never funded gain-of-function research. This is a federal offense punishable by up to five years in prison, provided the false statements are materially relevant and knowingly false
- July 20, 2021, U.S. Sen. Rand Paul — who has grilled Fauci about his research funding in two separate hearings in 2021 — announced he would ask the DOJ for a criminal referral, as he's convinced Fauci made false statements to Congress
- One "smoking gun" is a research article written by Wuhan Institute of Virology (WIV) scientists. The paper acknowledges funding from the NIAID/NIH, and the research meets the Department of Health and Human Services' definition of gain-of-function research
- According to the National Science Advisory Board for Biosecurity, "The term 'gain-of-function' is generally used to refer to changes resulting in the acquisition of new, or an enhancement of existing, biological phenotypes"
- In a June 2021 essay, professor Jeffrey Sachs, head of The Lancet's commission tasked with investigating COVID's origin, described how the NIAID has funded gain-of-function research at the WIV, stating it's "common knowledge in the U.S. scientific community that NIH has ... supported genetic recombinant research on SARS-like viruses that many scientists describe as GOFROC [gain-of-function research of concern]"

In an August 31, 2021, substack article,[1] Paul Thacker, an investigative reporter and former investigator with the U.S. Senate, reviews evidence he claims shows Dr. Anthony

ied to Congress, an offense punishable by up to five years in prison, provided the statements are materially relevant and knowingly false.

A new investigative documentary by the U.K.'s Channel 4[2] detailed some of the strongest evidence to date that the COVID19 pandemic may have started from a lab leak in Wuhan, China," Thacker writes.[3]

"At the very least, the documentary's interviews with experts and review of documents made explicit how China has misled the world about its research with dangerous pathogens ...

The documentary clarified one other point: Anthony Fauci lied before Congress and the American public when he claimed during a congressional hearing that he has not funded gain-of-function research conducted by the Wuhan Institute of Virology ...

President Biden has campaigned on honesty and decency. The question now for President Biden is, 'What will you do with Fauci now that he has broken the law and violated the public trust by lying before Congress?'"

auci Redefines Scientific Terms on the Fly

what appears to be an attempt to extricate himself from blame for the COVID andemic, Fauci — director of the National Institute for Allergy and Infectious Diseases NIAID), an arm of the National Institutes for Health (NIH), since 1986 — denied ever aving funded gain-of-function research at the WIV or elsewhere when questioned by nembers of the Senate Health, Education, Labor, and Pensions Committee in May 2021.[4]

> **"The term 'gain-of-function' is generally used to refer to changes resulting in the acquisition of new, or an enhancement of existing, biological phenotypes. ~ National Science Advisory Board for Biosecurity"**

According to Thacker, the evidence clearly refutes this. One "smoking gun" is a research article written by WIV scientists titled "Discovery of a Rich Gene Pool of Bat SARS-Related Coronaviruses Provides New Insights Into the Origin of SARS Coronavirus."[5] This research was funded by the NIH and meets the Department of Health and Human Services' definition of gain-of-function research.[6,7]

The Channel 4 documentary addressed this paper. When asked whether the NIH ever funded gain-of-function research at the WIV, David Relman, a research physician at Stanford University, replies, "Yes. Indirectly, but yes. How do we know? The paper says, right on the front page, 'Supported by NIAID, NIH.'" The clip featuring Relman is included below.

As previously reported by the National Review,[8] we know the WIV received NIAID/NIH funding to create novel chimeric SARS-related coronaviruses capable of infecting both human cells and lab animals. "Chimeric viruses" refers to artificial man-made viruses, hybrid organisms created through the joining of two or more different organisms.

This is precisely what gain-of-function research is all about. According to a 2016 report[9] from the National Science Advisory Board for Biosecurity, "The term 'gain-of-function' is generally used to refer to changes resulting in the acquisition of new, or an enhancement of existing, biological phenotypes."

Fauci now wants to adopt a far narrower definition of gain-of-function research that takes into account the supposed intent behind the research, but that really doesn't make sense. Just because you don't set out with intent to harm doesn't mean your creation can't cause harm or might inadvertently cause harm.

US Funding of Gain-of-Function Research Was Well-Established

According to Thacker, "Fauci certainly knew that the WIV he was helping to fund conducted gain-of-function studies, because it has been common knowledge."[10] For example, a year before Fauci was queried by Congress, Newsweek reported that:[11]

"In 2019, with the backing of NIAID, the National Institutes of Health committed $3.7 million over six years for research that included some gain-of-function work. The program followed another $3.7 million, 5-year project for collecting and studying bat coronaviruses, which ended in 2019, bringing the total to $7.4 million ...

The NIH research consisted of two parts. The first part[12] began in 2014 and involved surveillance of bat coronaviruses ... The program funded Shi Zheng-Li, a virologist at the Wuhan lab ... to investigate and catalogue bat coronaviruses in the wild. This part of the project was completed in 2019.

A second phase[13] of the project, beginning that year, included ... gain-of-function research for the purpose of understanding how bat coronaviruses could mutate to attack humans. The project was run by EcoHealth Alliance ... under the direction of President Peter Daszak ... NIH canceled the project ... April 24 [2020] ...

Many scientists have criticized gain of function research, which involves manipulating viruses in the lab to explore their potential for infecting humans, because it creates a risk of starting a pandemic from accidental release."

Around that same time, former Acting Director of the CIA Michael Morell told Politico[14] that "if the virus leaked from a Wuhan lab, the U.S. would shoulder some of the blame since it funded research at that lab through government grants from 2014 to 2019."

Mid-January 2021, the U.S. State Department published a fact sheet accusing the Chinese government of being obsessively secretive about gain-of-function research at the WIV, and that it was collaborating with the Chinese military on secret projects.

The fact sheet has since been removed from the State Department's website, but was reported by a number of outlets at the time. Among them, Life Site News, which wrote:[15]

"In a 'Fact Sheet' posted online ... the Department of State (DOS) presented three distinct elements about the origin of the virus, which 'deserve greater

scrutiny' ... The first of the three issues needing further investigation, was the outbreak of illness inside the Wuhan Institute of Virology (WIV).

The DOS revealed it had 'reason to believe' that 'several researchers inside the WIV became sick in autumn 2019, before the first identified case of the outbreak, with symptoms consistent with both COVID-19 and common seasonal illnesses' ...

Additionally, the DOS noted that researchers in the WIV had been performing experiments on 'RaTG13, the bat coronavirus identified by the WIV in January 2020 as its closest sample to SARS-CoV-2 (96.2% similar)' since at least '2016.'

The laboratory also 'has a published record of conducting 'gain-of-function' research to engineer chimeric viruses.' Such research, gain-of-function research, is a kind which 'improves the ability of a pathogen to cause disease.'"

Additional Reports Citing Gain-of-Function Research

March 6, 2021, the editorial board of The Washington Post published an article[16] calling for an independent investigation into the origin of SARS-CoV-2. In that article, the board pointed out that:

"... a senior researcher at the Wuhan Institute of Virology, Shi Zhengli, was working on 'gain-of-function' experiments, which involve modifying viral genomes to give them new properties, including the ability to infect lung cells of laboratory mice that had been genetically modified to respond as human respiratory cells would."

The board also noted that Shi was "working with bat coronaviruses that were genetically very similar to the one that caused the pandemic." A few months later, in a June 22, 2021, essay,[17] professor Jeffrey Sachs, head of The Lancet's commission tasked with investigating COVID's origin, also described how the NIAID has funded gain-of-function research at the WIV:

"It is in fact common knowledge in the U.S. scientific community that NIH has indeed supported genetic recombinant research on SARS-like viruses that many scientists describe as GOFROC [gain-of-function research of concern].

The peer-reviewed scientific literature reports the results of such NIH-supported recombinant genetic research on SARS-like viruses. More specifically, it is clear that the NIH co-funded research at the WIV that deserves scrutiny under the hypothesis of a laboratory-related release of the virus."

'Fauci's COVID-19 Treachery'

Someone who has taken a particular interest in Fauci's potential role in this pandemic is Dr. Peter Breggin, a Harvard-trained psychiatrist and former consultant for the National Institute of Mental Health. In October 2020, he published the report[18] "Dr. Fauci's COVID-19 Treachery," detailing Fauci's ties to the Chinese Communist Party (CCP) and its military.

Breggin is convinced Fauci "has been the major force" behind research activities that enabled the CCP to manufacture lethal SARS coronaviruses, which in turn led to the release — whether accidental or not — of SARS-CoV-2 from the WIV.

He claims Fauci has helped the CCP obtain "valuable U.S. patents," and that he, in collaboration with the CCP and the WHO, initially suppressed the truth about the origins and dangers of the pandemic, thereby enabling the spread of the virus from China to the rest of the world.

Fauci has, and continues to, shield the CCP and himself, Breggin says, by "denying the origin of SARS-CoV-2" and "delaying and thwarting worldwide attempts to deal rationally with the pandemic."

In the executive summary of the report, Breggin documents 15 questionable activities that Fauci has been engaged in, starting with the fact that he funded dangerous gain-of-function research on bat coronaviruses, both by individual Chinese researchers and the

WIV in collaboration with American researchers. This research, Breggin says, allowed the CCP and its military to create their own bioweapons, including SARS-CoV-2.

Will Fauci Be Held Accountable?

According to Thacker, "it's obvious" Fauci "broke the law and misled Congress." He adds:[19]

> *"This is not my personal opinion; I was required to know and enforce the relevant provisions of the law during the three years I ran investigations in the Senate. On two occasions I had to consult with Senate Legal Counsel and then warn people about lying to Congress ...*
>
> *Fauci lied while testifying before Congress. Fauci lied to the American people. Several lines of evidence make this clear. But catching Fauci lying and breaking the law does little good, because the Department of Justice prosecutes people for lying to Congress, and the Department of Justice is run ... by the Biden administration. So what is President Biden going to do about this?"*

During an appearance on the Hannity Show, July 20, 2021, U.S. Sen. Rand Paul — who has grilled Fauci about his research funding in two separate hearings this year — announced he would indeed ask the DOJ for a criminal referral.[20]

Paul specifically asked the DOJ to investigate whether Fauci violated 18 U.S. Code § 1001[21] — which makes it a federal crime to make "any materially false, fictitious or fraudulent statement or representation" as part of "any investigation or review" conducted by Congress — or any other statute. Time will tell if it amounts to anything.

Gain-of-Function Research Is the Real Threat

Regardless of what happens to Fauci, at the end of the day, the key issue that needs to be addressed is whether we should allow research that involves making pathogens more dangerous to humans at all, regardless of what the intent behind it might be, or the specific technology used.

Lab leaks have occurred on multiple occasions, so it's really only a matter of time before something far more devastating than SARS-CoV-2 gets out. World leaders need to realize that funding gain-of-function research is the real threat here, and take action accordingly to forestall another pandemic. As long as researchers are allowed to mutate and create synthetic pathogens, they're creating the very risk they claim they're trying to prevent.

Sources and References

- [1, 3, 10, 19] Disinformation Chronicle August 31, 2021
- [2] Channel 4, Did Covid Leak from a Lab in China? August 22, 2021
- [4] National Review May 11, 2021
- [5] PLOS Pathogens November 30, 2017 DOI: 10.1371/journal.ppat.1006698
- [6] PHE.gov US Government Gain of Function Deliberative Process and Research Funding Pause October 17, 2014
- [7] US DHHS Framework for Guiding Funding Decisions about Proposed Research Involving Enhanced Potential Pandemic Pathogens 2017
- [8] National Review May 13, 2021
- [9] National Science Advisory Board for Biosecurity May 2016
- [11] Newsweek April 28, 2020
- [12] NIH Project Information 1R01AI110964-0
- [13] NIH Project Information 2R01AI110964-06
- [14] Politico April 30, 2021
- [15] Life Site News January 18, 2021
- [16] Washington Post March 6, 2021 (Archived)
- [17] Project Syndicate June 22, 2021
- [18] Dr. Fauci's COVID-19 Treachery October 19, 2020 (PDF)
- [20] Wave3.com July 21, 2021
- [21] 18 US Code § 1001 - Statements or entries generally

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Take Control of Your Health

Proof: The US Funded Wuhan Coronavirus Research

A Freedom of Information Act request has produced a report more than 900 pages long detailing U.S. funding of research at the Wuhan Institute of Virology and the coordinated work that EcoHealth Alliance, the National Institutes of Health and Dr. Anthony Fauci's National Institute of Allergy and Infectious Diseases did with the Wuhan lab.

One of the NIH grants was for $666,422 to study the risk of bat coronaviruses. The grant's plan, as written by the recipient, EcoHealth Alliance, outlines a plan to physically work in China on it. "This is a road map to the high-risk research that could have led to the current pandemic," Gary Ruskin, executive director of U.S. Right To Know, a group that has been investigating the origins of COVID-19, told The Intercept.

"The documents contain several critical details about the research in Wuhan, including the fact that key experimental work with humanized mice was conducted at a biosafety level 3 lab at Wuhan University Center for Animal Experiment — and not at the Wuhan Institute of Virology, as was previously assumed," The Intercept added.

All told, the documents show that EcoHealth Alliance received $3.1 million, of which the Wuhan Institute of Virology received $599,000 to "identify and alter bat coronaviruses likely to infect humans."

In other news MSN reported that a cable obtained by U.S. diplomat Rick Switzer and U.S. consul-general Jamie Fouss had obtained a cable stating that "NIH was a major funder, along with the National Science Foundation of China, of Sars research by the Wuhan Institute of Virology ... In the last year, the institute has also hosted visits from the National Institutes of Health (NIH), National Science Foundation and experts from the University of Texas Medical Branch in Galveston."

SOURCES:

The Intercept September 6, 2021

MSN September 4, 2021

The Epoch Times September 7, 2021

Team Tucker Carlson

Fauci Funded 60 Projects At The Wuhan Institute Of Virology

By Team Tucker Carlson Sept. 20, 2021

New revelations have come out about Anthony Fauci, the mad medic, Director of the National Institute of Allergy and Infectious Diseases (NIAID) *and the Chief Medical Advisor to the President. This time from Australia.*

We first noted the Wuhan Institute of Virology in 2020 and in April noted that the Institute experimented with live animals.

Sharri Markson from Sky News is coming out with a book that's a culmination of her efforts studying Anthony Fauci. She notes the following on Sky News hours ago:

Dr Anthony Fauci was "up to his neck" funding coronavirus research in Wuhan, which "just shows how incredibly stupid" he is, says Sky News host Sharri Markson. Ms Markson has been investigating Anthony Fauci's involvement in funding the Wuhan Institute of Virology and discovered his agency "had funded 60 projects at the Wuhan laboratory."

"Then he wrote a paper where he said gain of function research was worth the risk of a pandemic, and that he had even funded coronavirus research in conjunction with the Chinese military," Ms Markson said.

Mr Fauci, who has been the Director of the National Institute of Allergy and Infectious Diseases since 1984, apparently stayed silent during Oval Office meetings at the start of the pandemic about the "risky research that was underway at the Wuhan Institute of Virology".

"He never mentioned that his agency was funding this, and he actually knew a whole lot about it."

Sharri Markson explores this in a documentary premiering on Monday night, 'What Really Happened in Wuhan', including exclusive interviews with President Donald Trump and Mike Pompeo.

Watch at 8pm Monday on Sky News Australia.

Dr. Fauci never shared any of this with President Trump in the early months of the pandemic.

21

Foundations Advancing mRNA Science and Research

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BILL & MELINDA GATES *foundation*

Bill & Melinda Gates Foundation — Advancing an mRNA-based antibody combination to help prevent HIV infection

"Moderna Therapeutics' research has considerable potential for the development of an effective prevention intervention for HIV, and potentially other infectious diseases that disproportionately affect the world's poorest people." – Trevor Mundel, president of Global Health at the Bill & Melinda Gates Foundation

In January 2016, we entered a global health project framework agreement with the Bill & Melinda Gates Foundation to advance mRNA-based development projects for various infectious diseases. The Bill & Melinda Gates Foundation has committed up to $20.0 million in grant funding to support our initial project related to the evaluation of antibody combinations in a preclinical setting as well as the conduct of a first-in-human Phase 1 clinical trial of a potential mRNA medicine to help prevent human Immunodeficiency virus, or HIV, infections. Follow-on projects which could bring total potential funding under the framework agreement up to $100.0 million (including the HIV antibody project) to support the development of additional mRNA-based projects for various infectious diseases can be proposed and approved until the sixth anniversary of the framework agreement, subject to the terms of the framework agreement, including our obligation to grant to the Bill &Melinda Gates Foundation certain non-exclusive licenses.

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Moderna's Company History

FOUNDING YEAR:

2010

TEAM MEMBERS:

1,800+ (As of June 2021)

Current Job Openings >

HEADQUARTERS:

Cambridge, MA

CEO:

Stéphane Bancel

Learn About Stéphane >

US LOCATIONS:

200 Technology Square, Cambridge, MA

One Upland Road, Norwood, MA

THERAPEUTIC AREAS:

- Infectious Diseases
- Immuno-Oncology
- Rare Diseases
- Cardiovascular Diseases
- Autoimmune Diseases

CAPITALIZATION:

- Cash, cash equivalents, and investments in marketable securities: $12.2 billion (unaudited as of June 30, 2020)
- No Debt

PARTNERS:

Lonza
AstraZeneca
BARDA
MERCK
DARPA
VERTEX
Karolinska Institutet
BILL & MELINDA GATES foundation

PIPELINE:

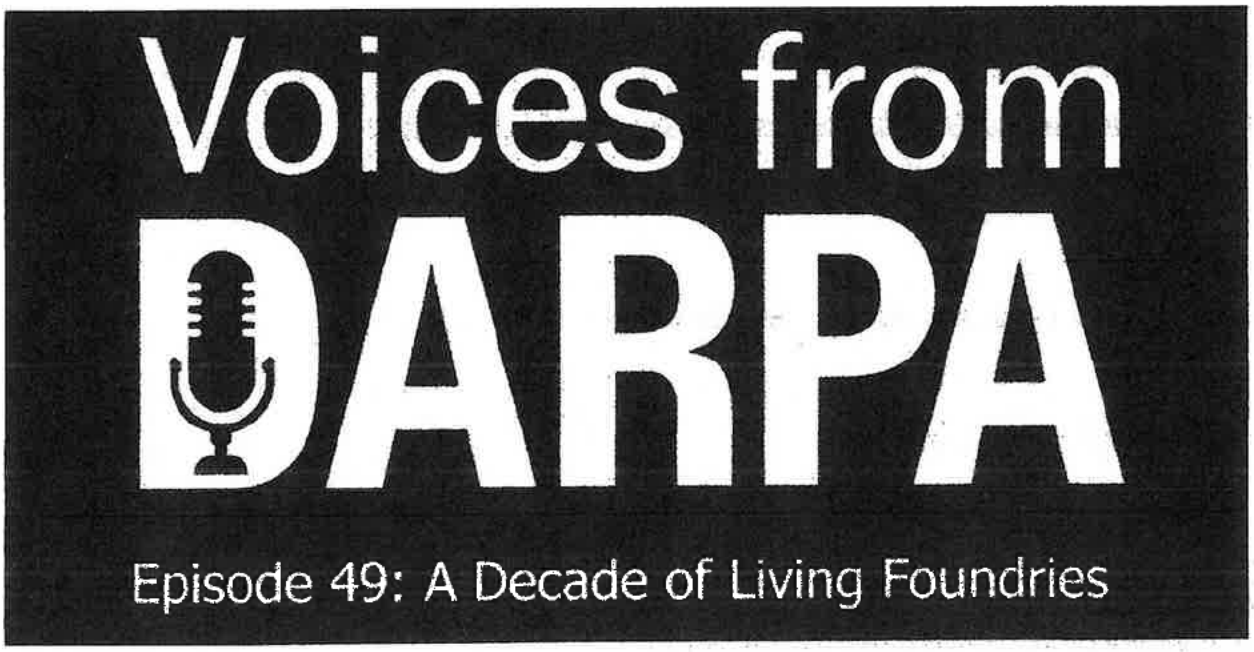
FOUNDING INVESTOR:

- Flagship Pioneering

moderna

Episode 49: A Decade of Living Foundries

OUTREACH@DARPA.MIL
9/15/2021



This episode of the *Voices from DARPA* podcast takes listeners on a tour of an audacious, decade-long project to merge biology and engineering into one of the most powerful engines of molecular invention the world has known. Although plenty of work remains to be done, the program, Living Foundries, is winding down. But not before its community of research performers and collaborators already has delivered a new and versatile biotechnology platform whose consequences have begun to ripple out. New companies. Follow-on investments. Chemical- and materials-based technologies for the Department of Defense … and perhaps one day for the public at large.

As it has unfolded, the Living Foundries program has created an innovation ecosystem of industry, academic, and government researchers and champions. In the podcast, you will hear a story about how they have developed, proven, deployed, and continue to hone a versatile biosynthetic technology platform capable of producing both low-cost, bulk materials such as fire-resistant coatings and polymers as well as high-cost, low-quantity specialty items such as high-energy-density jet and missile fuels.

The crux of the technology is the new ability to quickly reprogram the genomes of yeast and other microbes with in-cell biosynthetic pathways that can ferment a diversity of precursor chemicals into an inventory of more-useful target molecules. Think of this as the way brewers use yeast to convert sugar into alcohol, but now you can replace the sugar and alcohol with a wide range of starting and ending chemicals. In recent years of the

program, researchers have produced, among other useful materials, antibiotics, drug-precursors, pesticides, adhesives, fuels, filtering materials, mold inhibitors, detergents, catalysts for chemical reactions, and optical materials such as liquid crystals. The molecule count that the platform has produced so far has topped 1600.

The Living Foundries program will keep on giving, says Anne Cheever, the program manager in DARPA's Biological Technologies Office who is taking the program to the finish line. Says Cheever, "Post Living Foundries, the breadth and throughput of products will only continue to expand, especially since commercial applications of this technology span across the biotech sector. And for the DoD, this will include continuing the development path. There's going to be solutions. There's going to be new enhancements to military needs as well as capabilities."

Blubrry (podcast host): https://blubrry.com/voices_from_darpa/80842867/episode-49-a-decade-of-living-foundries/

YouTube: https://youtu.be/5FaweJeWx1Q

iTunes: https://itunes.apple.com/us/podcast/voices-from-darpa/id1163190520

TAGS

| Bio-systems | Manufacturing | Materials | Syn-Bio | Tech-Foundations |

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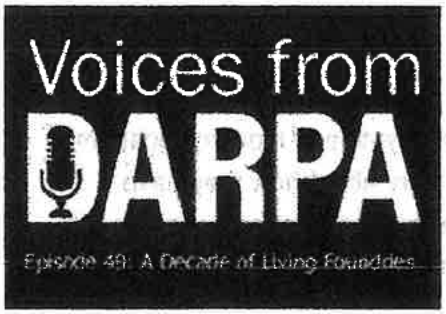


Episode 49: A Decade of Living Foundries

18 U.S. Code § 1621 - Perjury generally

U.S. Code Notes

Whoever—

(1) having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed, is true, willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true; or

(2) in any declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true;

is guilty of perjury and shall, except as otherwise expressly provided by law, be fined under this title or imprisoned not more than five years, or both. This section is applicable whether the statement or subscription is made within or without the United States.

(June 25, 1948, ch. 645, 62 Stat. 773; Pub. L. 88–619, § 1, Oct. 3, 1964, 78 Stat. 995; Pub. L. 94–550, § 2, Oct. 18, 1976, 90 Stat. 2534; Pub. L. 103–322, title XXXIII, § 330016(1)(I), Sept. 13, 1994, 108 Stat. 2147.)

NEWS AND COMMENTARY

DeSantis: Businesses Asking For Proof Of Vax Will Be Fined $5,000 A Violation

By Amanda Prestigiacomo

Sep 13, 2021 DailyWire.com



Joe Raedle / Getty Images

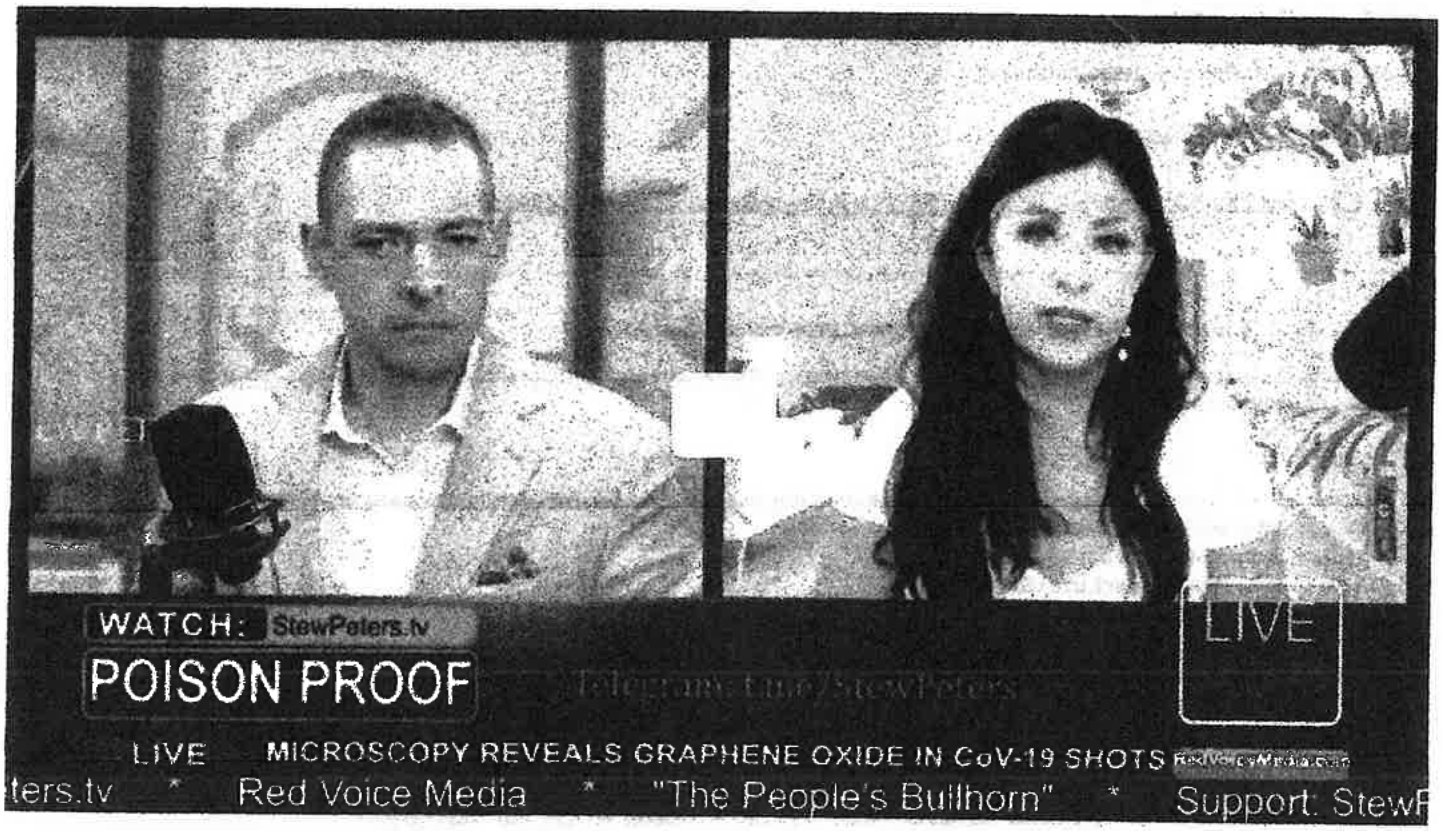
Businesses asking for proof of vaccination or government agencies mandating vaccination for employees will be facing $5,000 fines per violation, Florida Governor Ron DeSantis (R) reiterated this week.

DeSantis in May signed a bill allowing "the state to issue fines beginning Sept. 16 if people are asked to show proof they have received a COVID-19 vaccine

- Red Voice Media - https://www.redvoicemedia.com -

Microscopy Expert: Vials Contain Graphene Oxide, Parasites, Stainless Steel

Posted By *Stew Peters Show* On August 30, 2021 @ 9:32 am In Stew Peters Show | 23 Comments



Americans are being illegally coerced to take medicine. That's a fact. That's happening in the land of the free. From 100% of the military to millions of healthcare workers (propped up early last year as heroes, now being told they can kick rocks), airline pilots, cops, firefighters are you seeing a trend here? The so-called servants to the public are being targeted and every key area of essential workers are now being subjected to tyranny at the hands of unchecked communist overlords with a newly-found authority to force you into an ineffective and in many cases dangerous face muzzle transforming what we're used to seeing as liberty-loving socialites into an almost mirror image of a burka-ridden extremist militant-run Muslim way of life.

Cover your face, stay away from your family, cancel your gatherings, forget about your holidays and take this shot. The safety and effectiveness of the injection is never a part of the conversation, and anyone that questions the ingredients or has noticed the historically record-smashing injuries and deaths is the new conspiracy theorist, right wing radical terrorist on the DHS list recently released in order to scare you into submission.

It's scary to be forced into doing something, even more so when the results could kill you but we're going to keep asking the question. What's in these shots? Why can't we know? Why hasn't Pfizer had a press conference since the fake FDA approval was set up as a furtherance of lies for the CNN propaganda machine? Maybe it's because you're not supposed to know.

Dr. Robert Young, a microscopy expert holding two PhD's, says he has examined the contents [1] of the four publicly-available CoV-19 "vaccines", and determined the vials to contain graphene oxide, deadly parasites and stainless steel, among other metals and contents. You can see his findings here [1].

One doctor, an expert in the field of microscopy, says he's examined the vials, and if what he's saying is accurate we now definitively know why it's a big secret. Dr. Jane Ruby [2] is an expert pharmaceutical researcher that joined Stew Peters to reveal the findings to the public.

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Senior Trump HHS COVID Advisor Drops BOMBS! Task Force Mislead POTUS, No "Pandemic" [10]

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URLs in this post:

[1] examined the contents: **https://www.drrobertyoung.com/post/science-team-reveals-graphene-aluminum-inp-capsids-peg-parasites-in-4-cov-vaccines**
[2] Dr. Jane Ruby: **https://drjaneruby.com**
[3] social media: **http://evrl.ink/StewPeters**
[4] premium user: **https://www.redvoicemedia.com/premium**
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[9] Advertise: **https://www.redvoicemedia.com/2021/08/cut-out-big-tech-and-advertise-with-red-voice-media-directly/**
[10] Senior Trump HHS COVID Advisor Drops BOMBS! Task Force Mislead POTUS, No "Pandemic": **https://www.redvoicemedia.com/2021/08/senior-trump-hhs-covid-advisor-drops-bombs-task-force-mislead-potus-no-pandemic/**

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World

Japan Suspends Moderna Covid-19 Vaccine Doses after Metallic Containment Found in Dozens of Vials

The country's health has dismissed concerns over significant health problems for those who have been administered the vaccine from those vials, as the chances of the metals entering the body are extremely low.

By R. Ghosh

August 27, 2021 20:42 +08

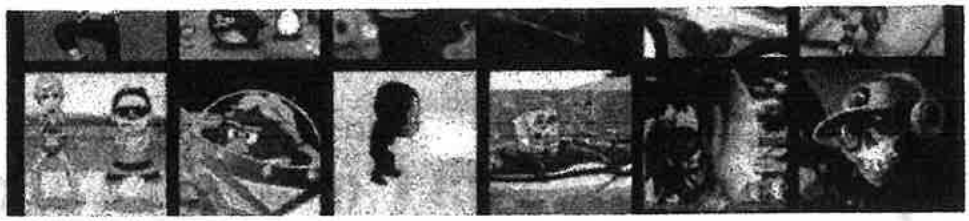
The foreign substance detected in dozens of vials of Moderna's Covid-19 vaccine in Japan is believed to be tiny pieces of metal, according to the country's health ministry. Japan had suspended the use of more than 1.63 million doses of the Moderna vaccine following reports of contamination in the vials.

However, experts have dismissed concerns over significant health problems for those who have been administered the vaccine from those vials, as the chances of the metals entering the body are extremely low. The foreign substances were found in vials at multiple vaccination sites.

Contaminated Vaccine?

On Thursday, Takeda Pharmaceuticals, which distributes the vaccine in Japan for Moderna, said that it had notified the ministry after several vaccination sites reported an unspecified foreign object was found in one specific lot.





The foreign substances were found in as many as 39 vials at eight vaccination sites in the prefectures of Ibaraki, Saitama, Tokyo, Gifu and Aichi since August 16, reports Xinhua news agency. Following that, the health ministry immediately suspended the use of all the Moderna vaccines in the country.

However, the ministry clarified on Friday that the foreign substances are believed to me metals and are a few millimeters in size and don't pose any threat to a person's health. The ministry said that the particles are too small to enter a person's body, so those who have already been jabbed from these vials.

More than 187,000 shots from the three suspended lot had already been administered in at least 21 prefectures, according to a tally by *Kyodo News*. Those include 50,000 doses in Osaka, 41,500 in Hyogo, 26,020 in Aichi and 13,330 in Hiroshima. This created a lot of panic but any threat to health has now been ruled out.

All's Well

Moderna too was initially in tension following the revelation. The company along with Rovi and Takeda Pharmaceutical Co. has launched an investigation and according to initial reports the entire thing happened during the production process.

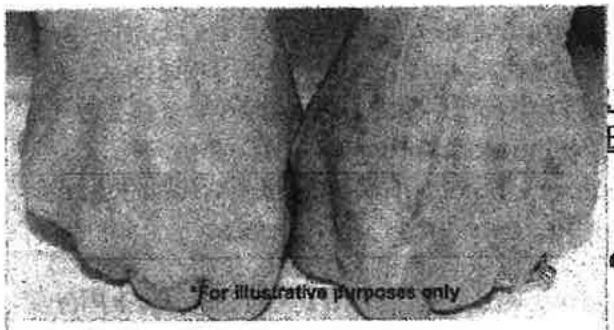
According to *Asahi Shimbun*, an unidentified senior health ministry official said that the foreign material is "a metal that reacts to a magnet." That said, the ministry also confirmed that so far, there have been no reports of ill health from contaminated doses, or of foreign materials in other batches of the Moderna vaccine that have been distributed in Japan.

Health minister Norihisa Tamura said the government was contacting the 863 workplace and mass vaccination centers that received the three lot numbers to see if they are short of vaccines, and that it would start distributing replacement vials Friday.

Related topics : Coronavirus

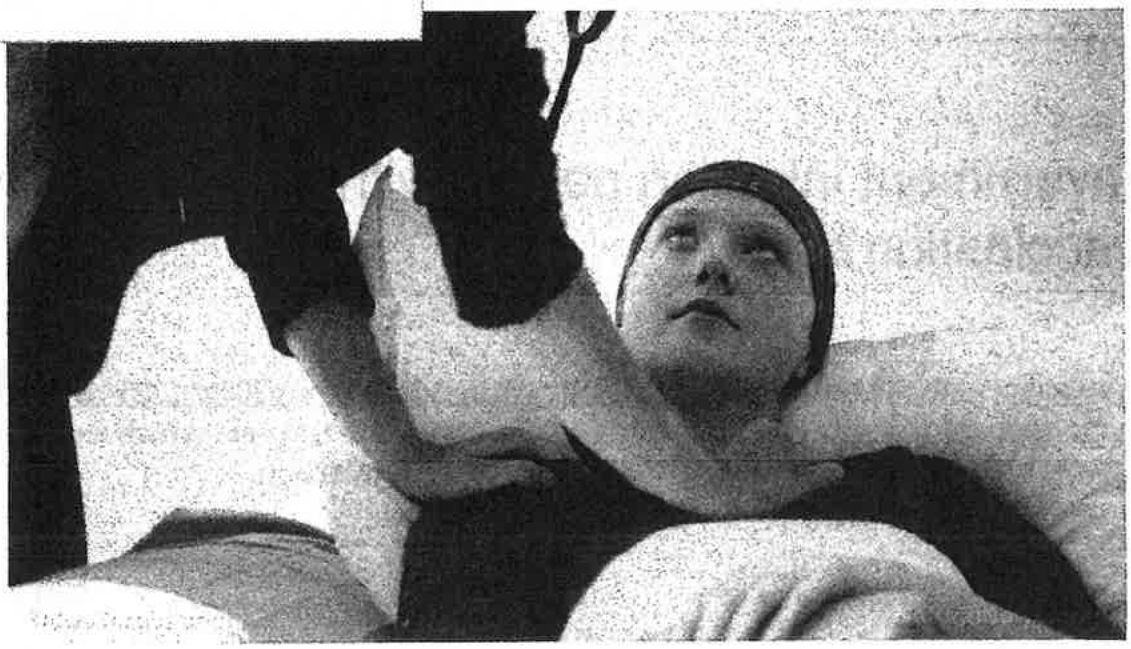
Popular in the Community

31



Relieve Dark Spots In the Blink Of an Eye (Watch THIS)

Idaho doctor reports "20 times increase" in cancer among those vaccinated for covid



Dr. Ryan Cole, a board-certified pathologist and diagnostics lab owner and operator based out of Idaho, has released shocking new information (https://www.lifesitenews.com/news/idaho-doctor-reports-a-20-times-increase-of-cancer-in-vaccinated-patients/) about how Wuhan coronavirus (Covid-19) "vaccines" are causing a massive "uptick" in autoimmune diseases and cancer.

In a video produced by the Idaho state government's "Capitol Clarity" project, Cole revealed how he is now seeing a 2,000 percent chronic illness increase in folks who took Donald "father of the vaccine" Trump's "Operation Warp Speed" injections (https://archive.is/WAZLp).

(https://go.globalhealingcenter.com/c/435257/381717/5534)"Since January 1, in the laboratory, I'm seeing a 20-times increase of endometrial cancers over what I see on an annual basis," Cole stated in the video.

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"I'm not exaggerating at all because I look at my numbers year over year, and I'm like 'Gosh, I've never seen this many endometrial cancers before.'"

Cole revealed these and other statistics at a March 18 event, telling Idahoans that the so-called "vaccines" for the Fauci Flu are invoking a "reverse HIV" type of autoimmune response in people's bodies.



A normal, well-functioning immune system has two types of cells that keep the body healthy: "helper" T-cells, also known as CD4, and "killer" T-cells, also known as CD8 cells. In the "fully vaccinated," there is a massive suppression of "helper" T-cells, Cole warns, which leaves the patient susceptible to an array of illnesses.

"Post-vaccine, what we are seeing is a drop in your killer T-cells, in your CD8 cells," Cole stated. "And what do CD8 cells do? They keep all other viruses in check."

Is the government injecting people with HIV and calling it "covid vaccination?"

Cole's claims resonate with the results of a study (https://dreddymd.com/2020/12/25/covid-19-vaccines-may-increase-the-risk-of-hiv-infections/) published in *The Lancet* late last year which found that Chinese Virus shots greatly increase a person's risk of developing an HIV infection.

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Could it be that the jabs are actually inserting HIV into people's bodies under the guise of "vaccinating" them against Chinese Germs? Is everyone being lied to about what these vials truly contain?

It would appear so, based on the latest evidence and revelations. While HIV is known to suppress "helper" T-cells, covid jabs are apparently suppressing "killer" T-cells, which Cole says has a similarly negative effect on immunity.

This vaccine-induced "killer T-cell" suppression, Cole goes on to warn, is generating a major uptick in cases of endometrial cancer, melanomas, herpes, shingles, mono, and even human papillomavirus (HPV) when "looking at the cervical biopsies of women."

Other ingredients in the jabs, including polyethylene glycol, are also causing problems for people's immune systems. Rather than protect them against a China Virus infection as claimed, these injection additives present a serious toxicity risk that could lead to even more health problems on top of those caused by the jabs' HIV-like effects.

"Most concerning of all, there is a pattern of these types of immune cells in the body keeping cancer in check," Cole warns about what these shots are doing, including in young people who were fully healthy before getting jabbed.

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"I'm seeing invasive melanomas in younger patients; normally we catch those early, and they are thin melanomas, [but] I'm seeing thick melanomas skyrocketing in the last month or two."

Cole has spoken at several events over the past several months, warning people about the serious risks involved with getting jabbed. Some of his work has been scrubbed from YouTube for being too truthful, so keep an eye out for fresh content about Dr. Ryan Cole at Rumble.com (https://rumble.com/vmk84t-post-vaccine-20-x-increase-of-cancer.html?mref=9qiox&mc=7i756).

"Can you imagine what cancer rates will look like five years from now?" asked one commenter at *LifeSiteNews*. "This won't get reported. They won't even do a study."

More related news stories about Chinese Virus injections can be found at ChemicalViolence.com (http://chemicalviolence.com/).

Ethan Huff

Sources for this article include:

LifeSiteNews.com (https://www.lifesitenews.com/news/idaho-doctor-reports-a-20-times-increase-of-cancer-in-vaccinated-patients/)

DrEddyMD.com (https://dreddymd.com/2020/12/25/covid-19-vaccines-may-increase-the-risk-of-hiv-infections/)



(https://www.amazon.com/Augason-Farms-Dinner-Emergency-Supply/dp/B00GDGGR4S?crid=2TQTS7KR1SSYK&dchild=1&keywords=food+buckets+survival+food&qid=1631738779&sprefix=food+bucket%2Caps%2C392&sr=8-5&linkCode=li3&tag=dreddyclinic-20&linkId=5ac798677c12be7e3edb932fb5c02fba&language=en_US&ref_=as_li_ss_il)

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- Scientists warn push for COVID-19 booster shots not based on scientific data; "politics" and profits now driving vaccine policies (https://dreddymd.com/2021/08/24/scientists-warn-covid-booster-shots-not-based-scientific-data/)
- SATAN'S PUPPET: Pope Francis calls getting the abortion-tainted COVID-19 vaccine "an act of love" (https://dreddymd.com/2021/08/24/pope-francis-covid-19-vaccine-act-of-love/)

TAGGED BIG PHARMA, CANCER CAUSES, CAPITOL CLARITY, COVID, DANGEROUS MEDICINE, DEPOPULATION, GENOCIDE, INFECTIONS, PHARMACEUTICAL FRAUD, PLANDEMIC, RYAN COLE, VACCINES



Published by **dreddymd**

Dr Eddy Bettermann MD focus on Biological Medicine (Biologische Medizin), Darkfield Microscopy (Dunkelfeld Mikroskopie), Orthomolecular Medicine (Orthomolekulare Medizin), Ayurvedic Medicine (Ayurveda), Psychosomatic Medicine (Psychosomatische Medizin), raw food (Rohkost), fasting (Fasten): Our primary integrative medicine goal is the maintenance of your health and wellness, and we are committed to safe and effective healthcare. Our specialties include online integrative medicine education by alternative doctor: food and allergy management through the use of Integrative medical therapy, Environmental Medicine, General Family Medicine, Ayurveda, Panchakarma, Chronic Fatigue, ADHD, autism, Fibromyalgia, Yeast/Fungus related diseases – Candidacies, mercury dental replacement and detoxification, Natural Thyroid Replacement, Weight loss, Lyme Disease, Irritable Bowel Disease, Attention Deficit Disorder, Pervasive Developmental Disorders, Multiple Chemical Sensitivities, Addiction related programs, Intestinal Dysbiosis, as well as trigger point therapy using Neural Therapy. Dr. Eddy Bettermann MD, physician from Germany, consultant and teacher in biological medicine, especially dark field microscopy known as Live Blood Analysis in Thailand, Malaysia, Hong Kong, Singapore and the Philippines. But he lecture also in the USA, Canada and the U.A.E. He speaks english and german. https://dreddymd.com/2017/01/17/the-interactive-live-blood-cd-and-the-certified-training-live-blood-analysis-online-course/ https://dreddymd.com/courses/ https://dreddymd.com/2017/01/17/live-blood-microscopy-analysis-darkfield-course/ "Let thy Food be thy Medicine and thy Medicine be thy Food." — Hippocrates Physician Member of the Medical Board at AOX Singapore, Medical Doctor at Nurse Mobile Clinic and Physician at DrEddy Clinic Our Mission: The mission of the Integrative Medicine is to search for the most effective treatments for patients by combining both conventional and alternative approaches that address all aspects of health and wellness

– biological, psychological, social and spiritual. Biological Medicine is a big part of my work and so is Dark field Microscopy, what I use in my daily practice and what I teach more then 15 years in Asia and around the world: Live Blood Analysis in dark field based on Haematology. We utilize Live blood analysis since 2004, conventional as well as specialty laboratories for a thorough diagnostic work up of the disease in question. Our integrative medicine treatment regimens are especially unique and are tailored specifically to the individual needs of each patient. Our Mission: don't harm, prevent, use food as medicine We are a reliable partner for integrative medicine in Medical Spa & Clinic Development and integrative medicine Education Training for alternative doctors – we bring different holistic approaches, like Integrative Medicine, Traditional Chinese Medicine and Ayurveda Medicine together. On your request we offer our service in your place as well. Heavy metal poisoning Heavy metal poisoning is much more common than most people realize, and if you're thinking that it doesn't apply to you because you haven't been exposed to any, think again. If you've eaten fish regularly, had amalgam fillings, received vaccinations, drank contaminated water, or done industrial or agricultural work or pharmaceutical manufacturing, there's a good chance that you have a fair amount of toxic metals in your system.. We are here to help and to educate! Wishing your health and happiness Dr Eddy Bettermann MD Multimedia library https://bit.ly/2Wgqsd3 Protect you and your family from harmful radiation https://bit.ly/synergyscience-dreddymd More information about 5G and EMF: https://dreddymd.com/?s=5G+and+EMF Protocol https://amzn.to/2Nxsfql View all posts by dreddymd

One thought on "Idaho doctor reports "20 times increase" in cancer among those "vaccinated" for covid"

1. **Jeanie** says:
   SEPTEMBER 17, 2021 AT 2:21 AM
   Thank you for sharing you e set yourself apart from these other incompetent journalists that spread lies!!! Thank you

   REPLY

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BLOG AT WORDPRESS.COM.

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MATERIAL SAFETY DATA SHEET
GRAPHENE OXIDE

Ceylon Graphene Technologies

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1 Product Details

Name	Graphene Oxide
Product Code	CGT-GO
REACH NO.	A registration number is not available for this substance as the substance or its uses are exempted from registration or the annual tonnage does not require a registration.

1.2 Relevant identified uses of the substance or mixture and uses advised against

Identified Uses:
Additive material for energy, coating, electronics, composites, etc. For professional use only. For R&D and industrial use only.

1.3 Supplier Details

Supplied By:	Ceylon Graphene Technologies Pvt Ltd, 100/1, Sri Jayawardenepura Mawatha, Rajagiriya, Sri Lanka
Telephone:	+ 94 0713 666 888 + 94 0770 411 985
Email:	info@ceylongraphene.com

SECTION 2: Hazards Identification

2.1 Classification of the substance or mixture

Not a hazardous substance or mixture according to Regulation (EC) No. 1272/2008. Substance properties have been derived from graphite (bulk substance); the properties of the single/few-layer nanomaterial is under evaluation and to some extent not known.

2.2 Label elements

No label required.

2.3 Other hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

www.supremecourt.gov/opinions/12pdf/12-398_1b7d.pdf

SUPREME COURT OF THE UNITED STATES

No. 12–398

ASSOCIATION FOR MOLECULAR PATHOLOGY, ET AL., PETITIONERS *v.* MYRIAD GENETICS, INC., ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

[June 13, 2013]

JUSTICE SCALIA, concurring in part and concurring in the judgment.

I join the judgment of the Court, and all of its opinion except Part I–A and some portions of the rest of the opinion going into fine details of molecular biology. I am unable to affirm those details on my own knowledge or even my own belief. It suffices for me to affirm, having studied the opinions below and the expert briefs presented here, that the portion of DNA isolated from its natural state sought to be patented is identical to that portion of the DNA in its natural state; and that complementary DNA (cDNA) is a synthetic creation not normally present in nature.

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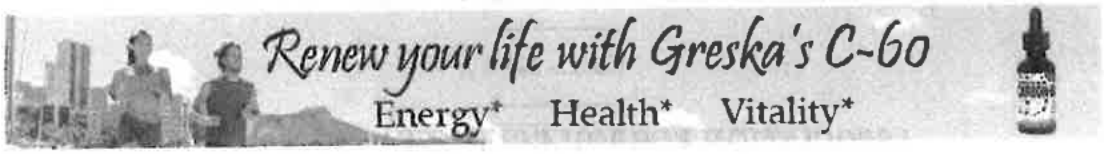

ALT NEWS

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If You Have Been Vaxed You Are Now Owned And Have No More Access To HUMAN RIGHTS

Supreme Court 2013 - Pathology vs Myriad Genetics

The Vaxed Can Be Patented (Owned)

Summary From The Net
7-11-21

In a Supreme Court case decision in 2013 - Pathology vs Myriad Genetics, Inc - the United States Supreme Court ruled that you cannot patent human DNA as it is 'a product of nature'. However, at the end of the ruling, the Supreme Court wrote that if you were to change a human's genome by mRNA vaccines (being used currently) then the (altered) genome CAN be patented.

This means that everyone who has had the 'vaccine' is now technically 'patented'. Anything that is patented is 'owned' and comes under the definition of 'trans human'.

All people who are legally identified as being 'trans human' do not have access to Human Rights or any Rights granted by the State. That is because they are not classified as anything 100% organic or human.

Therefore, technically, anyone having this 'vaccine' can no longer have any access to Human Rights. There have been a few legal papers discussing this recently, so there should be clarification on this soon. As of now, the high court ruling stands.

Full Supreme Court Ruling
www.supremecourt.gov/opinions/12pdf/12-398_1b7d.pdf



THE BLOGS

Christina Lin

Gene-editing, Moderna, and transhumanism

As gene-based mRNA vaccines from Moderna are being designed and tested at warp speeds to fight Covid-19, this is also bringing the debate over transhumanism into the forefront.

Transhumanism is a type of futurist philosophy aimed at transforming the human species by means of biotechnologies. Transhumanists see disease, aging and death as undesirable and unnecessary, and aim to transform human beings into post-human species with greater capacities than those of present human beings.

The philosophy is based on secular humanism and sees human nature as an evolutionary work-in-progress with room for improvement and enhancement. However, it is more radical in that it promotes not only traditional means of improving human nature such as education and cultural refinement, but also direct application of medicine and technology to overcome basic biological limits.

Latest Articles from ToI



Transhumanists give special attention to genetic engineering, robotics, molecular nanotechnology and artificial intelligence, and the Covid-19 pandemic is providing gene-based vaccines a chance to break through into the global health market.

Moderna and gene-editing

Currently there are various companies such as Inovio, Moderna and CanSino Biologics that are testing mRNA and DNA vaccines to counter SARS coronavirus-2 (SARS CoV-2) which causes Covid-19, but Moderna is the front runner that recently nabbed $472 million from U.S. government's Biomedical Advanced Research and Development Authority (BARDA) to develop the vaccine. This is in addition to the $483 million it had already received back in April, bringing its total funding to $955 million.

With U.S. government funding at nearly $1 billion for one company, Moderna may be too big to fail. However, this is perplexing for a company that has never produced a single vaccine. According to a CNN report, Moderna was only established in 2010, has never brought a product to market, nor gotten any of its nine or so vaccine candidates approved for use by the FDA.

However, it has been a long-term Pentagon contractor for biodefense, working closely with Defense Advanced Research Project Agency (DARPA) on gene-editing and mRNA therapeutics. DARPA is focused on developing emerging disruptive technologies to maintain a competitive edge over adversaries, including many 'transhuman' projects such as genetic engineering and soldier enhancement via robotics.

In the case of Moderna and mRNA therapeutics, DNA vaccines is considered a new paradigm that would disrupt the pharmaceutical industry. Its vision is to harness a new technology that synthesizes messenger RNA, or mRNA—which is an instruction manual in every living cell for creating protein—to prompt the human body to make its own medicine.

So instead of injecting a piece of virus into a person to stimulate the immune system, the synthesized genes would be shot into the body whereby the genes are edited, deleted, added, to re-engineer human DNA to resist the disease. If successful, scientists hope DNA vaccines could be a "transformative" treatment for heart disease, metabolic and genetic diseases, kidney failure and even cancer. Moreover, it could be an effective form of biodefense to protect the population against biological warfare, which is also the mandate for DARPA and BARDA.

Transhumanism and hybrids

Indeed, DARPA is also developing other forms of human enhancement in addition to gene editing. Already scientists are merging robotics with the human body in brain-to-computer interface (BCI), wherein individuals with physical injuries can regain their functions, and soldiers become smarter and more powerful through the fusing of their brain with machines.

In a way, the Pentagon is now building real iron man similar to the American superhero based on the Marvel Comics character. Soldiers in exoskeleton suits

are physically more powerful than those without, while other soldiers with bionic limbs perform better than adversaries with human limbs. When one adds artificial intelligence with BCI, the sky is the limit for an army of these genetically modified and robotically enhanced humanoids.

But U.S. is not the only country engaged in human enhancement and transhumanism, as Russia and China are also in hot pursuit with exoskeletons, vaccines and brain implants. As this competition gains traction, one wonders what the future of their militaries may look like as human beings are steadily integrated with machines to become armies of iron man.

Here the Book of Daniel may lend some insights. In interpreting King Nebuchadnezzar's dream of an image with a head of gold, chest and arms of silver, belly and thighs of bronze, legs of iron, and feet of iron and clay, Daniel revealed the parts as the sequence of world empires, with the feet of iron and clay being the last.



King Nebuchadnezzar's dream man
Daniel 2

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In Daniel 2:43 it is written, "as you saw iron mixed with ceramic clay, they will mingle with the seed of men; but they will not adhere to one another, just as iron does not mix with clay," that seems to describe a hybrid of man (clay) mixed with machine (iron). And as transhumanism and biotech gain momentum, armies of hybrid humans of iron and clay may be a real possibility in a not too distant future world.

ABOUT THE AUTHOR

Dr. Christina Lin is a US-based foreign policy analyst specializing in China-Mediterranean relations. She has extensive US government experience working on national security issues and was a CBRN (chemical, biological, radiological, nuclear) research consultant for Jane's Information Group.

HEALTH

Vaxxed Make Up '85–90% of the Hospitalizations' from COVID Infection in Israel: Dr. Kobi Haviv

 By **Jon Fleetwood** August 8, 2021

The Director of the Herzog Hospital in Jerusalem says the Covid-19 vaccine's "effectiveness is waning."

QUICK FACTS:

- Dr. Kobi Haviv—Director of the Herzog Hospital in Jerusalem, Israel—appeared on Israel's *News 13*.
- He told an anchor that "the effectiveness of the [coronavirus] vaccine is really fading."
- "Most of the population is vaccinated," said Dr. Haviv, and "85–90% of the hospitalizations are fully vaccinted people."

WATCH THE INTERVIEW:

BACKGROUND:

- Dr. Haviv's remarks come as the Israeli ministry figures confirmed 3,843 coronavirus cases on Thursday alone, even though "over 5.8 million have received at least one vaccine dose," as reported by *The Times of Israel*.
- This was the "fourth day in a row that new cases have passed 3,000."
- *CNN* calls the "new wave of infections" in Israel a "spike."
- Amid the "continued rise in cases," notes the Times of Israel, Israel's ministers have "approved significantly expanding restrictions on gatherings under the Green Pass system."
- However, over 60% of Israel's population have received the Covid-19 gene-based vaccine.
- About 5.8 million out of Israel's 9.3 million citizenry have received at least one vaccine dose.
- The Johns Hopkins online Coronavirus Resource Center indicates that Israel has an "Above World Average" vaccination rate, ranking 16th out of 162 world nations on the list.

Screenshot from the Johns Hopkins website taken August 6, 2021

- The Centers for Disease Control and Prevention (CDC) also lists Israel as having a "High" travel risk in their "Risk Assessment Level for COVID-19" chart, depite Israel's high vaccination rate.

Screenshot from the Centers for Disease Control and Prevention (CDC) website taken August 6, 2021

Jon Fleetwood is Managing Editor for American Faith.

BREAKING NEWS

Israel's COVID-19 Vaccine Breakthrough Cases Exceed 50%

August 11, 2021 • 5:56 pm CDT



(Precision Vaccinations) – According to the Israeli Health Ministry COVID-19 data dashboard on August 11, 2021, the number of serious COVID-19 cases reached 405 yesterday, the highest one-day total since March 2021.

Furthermore, about 250 of these patients were fully vaccinated, known as a 'breakthrough case,' reported Haaretz News.

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Previously, the Ministry of Health launched a booster vaccination campaign for senior citizens.

As of August 8th, out of about 600,000 individuals vaccinated with the third COVID-19 vaccine dose (the booster dose), fewer than 50 cases of side effects around the time of vaccination have been reported so far by the Ministry of Health.

Additionally, Haaretz reported the Israeli government is forecasting that the number of patients hospitalized with COVID-19 could double every 10 days.

In reaction to this projection, Israel's Prime Minister Naftali Bennett and Health Minister Nitzan Horowitz agreed on August 10th to add new health care positions each time the number of hospitalized COVID-19 patients doubles. In addition, Israel's government intends to provide about $773 million to fund the "booster shot" for hospitals initiative, reported the Time of Israel.

"We are preparing for a significant increase in the number of severe patients," the prime minister stated. "Our goal is to double the capacity of the healthcare system."

To alert US citizens of the current COVID-19 outbreak in Israel, the US Centers for Disease Control and Prevention (CDC) issued a very-high level Travel Advisory for Israel, West Bank, and Gaza on August 9, 2021. The new CDC Advisory says, 'avoid travel to Israel.'

'Because of the current situation in Israel, even fully vaccinated travelers may be at risk for getting and spreading COVID-19 variants. Therefore, if you must travel to Israel, make sure you are fully vaccinated before travel. And, travelers should follow recommendations or requirements in Israel, the West Bank, and Gaza, including wearing a mask and staying 6 feet apart from others.'

The CDC says 'all air passengers coming to the USA, including U.S. citizens and fully vaccinated people, are required to have a negative COVID-19 test result no more than 3 days before travel or documentation of recovery from COVID-19 in the past 3 months before they board a flight to the USA.'

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CNBC
HEALTH AND SCIENCE

CDC study shows 74% of people infected in Massachusetts Covid outbreak were fully vaccinated

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KEY POINTS

About three-fourths of people infected in a Massachusetts Covid-19 outbreak were fully vaccinated, according to new data published Friday by the CDC.

The new data, published in the U.S. agency's Morbidity and Mortality Weekly Report, also found that fully vaccinated people who get infected carry as much of the virus in their nose as unvaccinated people.



Boston EMS medics work to resuscitate a patient on the way to the ambulance amid the coronavirus disease (COVID-19) outbreak in Boston, Massachusetts, April 27, 2020.
Brian Snyder | Reuters

About three-fourths of people infected in a Massachusetts Covid-19 outbreak were fully vaccinated against the coronavirus with four of them ending up in the hospital, according to new data published Friday by the Centers for Disease Control and Prevention.

The new data, published in the U.S. agency's Morbidity and Mortality Weekly Report, also found that fully vaccinated people who get infected carry as much of the virus in their nose as unvaccinated people, and could spread it to other individuals.

"This finding is concerning and was a pivotal discovery leading to CDC's updated mask recommendation," CDC Director Dr. Rochelle Walensky said in a statement. "The masking recommendation was updated to ensure the vaccinated public would not unknowingly transmit virus to others, including their unvaccinated or immunocompromised loved ones."

On Tuesday, the CDC reversed course on its prior guidance and recommended fully vaccinated Americans who live in areas with high Covid infection rates resume wearing face masks indoors. The guidelines cover about two-thirds of the U.S. population, according to a CNBC analysis.

CNBC Health & Science

Read CNBC's latest global coverage of the Covid pandemic:

Data shows Covid booster shots are 'not appropriate' at this time, U.S. and international scientists conclude

As many return to the office, tensions flare between the 'vaxxed and unvaxxed'

CNBC poll shows very little will persuade unvaccinated Americans to get Covid shots

While the delta variant continues to hit unvaccinated people the hardest, some vaccinated people could be carrying higher levels of the virus than previously understood and are potentially transmitting it to others, Walensky told reporters on a call Tuesday. She added the variant behaves "uniquely differently from past strains of the virus."

A CDC document that was reviewed by CNBC warned that the delta variant sweeping across the country is as contagious as chickenpox, has a longer transmission window than the original Covid strain and may make older people sicker, even if they've been fully vaccinated.

Delta, now in at least 132 countries and already the dominant form of the disease in the United States, is more transmissible than the common cold, the 1918 Spanish flu, smallpox, Ebola, MERS and SARS, according to the document. Only measles appears to spread faster than the variant.

The data published Friday was based on 469 cases of Covid associated with multiple summer events and large public gatherings held in July in Barnstable County, Massachusetts, which encompasses Cape Cod and is just outside Martha's Vineyard. The events were held in Provincetown, according to NBC News. Approximately three-quarters, or 74%, of the cases occurred in fully vaccinated people who had completed a two-dose course of the mRNA vaccines or received a single shot of Johnson & Johnson's.

Overall, 274 vaccinated patients with a breakthrough infection were symptomatic, according to the CDC. The most common side effects were cough, headache, sore throat, muscle pain and fever. Among five Covid patients who were hospitalized, four were fully vaccinated, according to the agency. No deaths were reported.

Testing identified the delta variant in 90% of specimens from 133 patients.

While numerous studies have shown that the vaccines don't work as well against the delta variant as they did against other strains, health officials say they are still highly effective, especially in protecting against severe illness and death. Roughly 97% of new hospitalizations and 99.5% of deaths in the U.S. are among unvaccinated individuals, U.S. health officials repeated this week.

The CDC also said the data has limitations. The agency noted that as population-level vaccination coverage increases, vaccinated persons are likely to represent a larger proportion of Covid cases. Additionally, asymptomatic breakthrough infections might be underrepresented because of detection bias, the agency said.

The CDC also said the report is "insufficient" to draw conclusions about the effectiveness of the authorized vaccines against Covid, including the delta variant, during this outbreak.

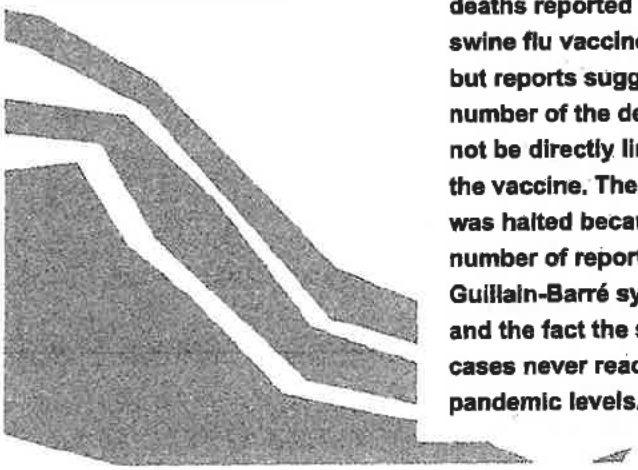
HEALTH / CORONAVIRUS

Comparisons between deaths reported after swine flu and Covid-19 vaccines are misleading

30 JULY 2021

WHAT WAS CLAIMED

Thirty-two deaths from the swine flu vaccine in 1976 halted the programme.



OUR VERDICT

Full Fact could not find a confirmed number of deaths reported after a swine flu vaccine in 1976, but reports suggest that a number of the deaths could not be directly linked with the vaccine. The rollout was halted because of a number of reports of Guillain-Barré syndrome, and the fact the swine flu cases never reached pandemic levels.

v 1 of 2 claims

Several posts on Instagram have compared the rollout of a swine flu vaccine in the US in the 1970s with the Covid-19 vaccination programme.

The posts claim that the rollout of the swine flu vaccine in 1976 was halted after it caused 32 deaths, while "more than 10,991 people have died from the Covid vaccines in the US alone".

Full Fact could find no official confirmation of 32 deaths caused by the vaccine, though this figure has been reported as one estimate, and reports state that the rollout was halted after concerns around the risk of Guillain-Barré syndrome.

According to the CDC, there were 6,207 reports of death among people who received a Covid-19 vaccine up to 26 July, but there is no evidence these were directly caused by the vaccine.

The posts also claim that "typically over 50 deaths will halt a vaccine in the US".

We could find no credible source confirming a threshold of 50 deaths before a vaccine roll out is paused.

What happened with the 1976 swine flu vaccine?

In February 1976, several soldiers at a US army post in New Jersey fell ill with an unrecognised form of swine flu, which was later found to have spread to more than 200 people. By March, President Gerald Ford had announced a vaccine programme intending to "immunise every man, woman and child in the US" in the autumn of the same year.

Health

Fact checks about medical conditions, the NHS, social care and government funding of national health services

- A&E pressures
- NHS bureaucracy and efficiency
- Cancer care
- Coronavirus
- GP 'crisis'
- Health care systems
- Health spending
- Health tourism
- How healthy are we?
- Immigration and the NHS
- Is the NHS being privatised?
- Junior doctors
- Mental health
- NHS performance and satisfaction
- NHS pressures
- NHS performance and satisfaction
- NHS staff
- Safety
- The seven day NHS
- Social care
- Vaccines

Full Fact could find no definitive confirmation of 32 deaths after vaccination, with a range of estimates offered by different sources. A CNN article states: "the program was suspended after at least 25 people died from vaccine reactions. Other estimates put the death toll at 32 people," while a Los Angeles Times article states: "More than 500 people are thought to have developed Guillain-Barré syndrome [GBS] after receiving the vaccine; 25 died."

GBS is a rare condition that affects the nerves, causing problems such as numbness in the limbs, and can in some cases be life-threatening. It is thought to be caused by an issue with the immune system where the body mistakenly attacks and damages the nerves—especially after an infection such as flu, or food poisoning.

A different article, available on the National Center for Biotechnology Information (NCBI) site says that by 22 October 1976, 41 deaths amongst people who had been given the vaccine had been reported by the CDC, but there was "still no known connection to [the] vaccine".

Deaths without a proven link to the vaccine became the focus of intense media coverage. Another article on the NCBI site points to the intense media activity surrounding the death of three elderly people who received the vaccine at the same clinic. There was no evidence the deaths were caused by the vaccine.

The vaccination programme was halted in December 1976, days after the Centers for Disease Control and Prevention (CDC) reported a number of cases of GBS among individuals after receiving the jab.

At the time, a consensus was reached that the number of GBS cases was in excess of what would normally be expected, but later research has since found that the chances of developing the condition after vaccination are extremely small (approximately one additional case of GBS for every 100,000 people who got the swine flu vaccine).

Health officials, weighing the threat of the virus against the reports of GBS, decided to halt the immunisation programme until the issue could be explored.

In a reflection on the events of 1976, Pascal James Imperato, deputy health commissioner and the chair of the task force charged with rolling out the programme in New York at the time, writes: "The Guillain-Barré syndrome is known to occur after immunizations and a certain incidence was expected after swine influenza immunizations.

"Because of intense surveillance of vaccines for all kinds of side reactions and the litigious atmosphere surrounding the swine flu program, these cases surfaced very quickly."

The swine flu identified in 1976 did not lead to a pandemic. To date, Covid-19 has killed more than 600,000 people in the US, with more than 34.6 million infections.

Have almost 11,000 people died from the Covid-19 vaccine in the US?

According to the CDC, there were 6,207 reports of death among people who received a Covid-19 vaccine through the Vaccine Adverse Event Reporting System (VAERS) up to 26 July. More than 339 million vaccines have been administered in the US.

Healthcare providers, vaccine manufacturers, and the public can submit reports to VAERS, but reports are not confirmed side effects.

The VAERS site includes a substantial caveat noting this, stating: "While very important in monitoring vaccine safety, VAERS reports alone cannot be used to determine if a vaccine caused or contributed to an adverse event or illness.

"The reports may contain information that is incomplete, inaccurate, coincidental, or unverifiable. Most reports to VAERS are voluntary, which means they are subject to biases."

One Instagram post attributes the total of 10,991 deaths to a site which presents VAERS data and appears to include in its count thousands of reported deaths with a "foreign" or "unknown" location. Again, even if these were to be included in the toll, there is no

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CONGRESS.GOV

H.R.5546 - National Childhood Vaccine Injury Act of 1986

99th Congress (1985-1986)

Sponsor: Rep. Waxman, Henry A. [D-CA-24] (Introduced 09/18/1986)
Committees: House - Energy and Commerce; Ways and Means | Senate - Labor and Human Resources
Committee Reports: H.Rept 99-908 Part 1
Latest Action: Senate - 10/18/1986 Read twice and referred to the Committee on Labor and Human Resources. (All Actions)
Tracker: Introduced **Passed House**

Summary(2) Text Actions(11) Titles(3) Amendments(0) Cosponsors(23) Committees(3) Related Bills(1)

There are 2 summaries for H.R.5546. Passed House amended (10/14/1986)

Bill summaries are authored by CRS.

Shown Here:
Passed House amended (10/14/1986)

(Measure passed House, amended)
National Childhood Vaccine Injury Act of 1986 - **Title I: Vaccines - Subtitle 1: National Vaccine Program** - Amends the Public Health Service Act to establish in the Department of Health and Human Services a National Vaccine Program to: (1) direct vaccine research and development within the Federal Government; (2) ensure the production and procurement of safe and effective vaccines; (3) direct the distribution and use of vaccines; and (4) coordinate governmental and nongovernmental activities. Requires the Director of the Program to report to specified congressional committees.

Establishes the National Vaccine Advisory Committee to recommend: (1) ways to encourage the availability of an adequate supply of vaccines; and (2) research priorities.

Authorizes appropriations for FY 1987 through 1991.

Subtitle 2: National Vaccine Injury Compensation Program - Part A: Program Requirements - Establishes the National Vaccine Injury Compensation Program as an alternative remedy to judicial action for specified vaccine-related injuries.

Prescribes the contents of any petition for compensation.

Grants U.S. district courts authority to determine eligibility and compensation. Requires the district court in which the petition is filed to designate a special master to serve as an adjunct to the court. Sets forth the responsibilities of the court.

Lists factors to be considered when determining the amount of a compensation award. Sets forth a table of injuries deemed vaccine-related for compensation purposes. Permits the Secretary of Health and Human Services to: (1) promulgate regulations to revise such table; and (2) recommend changes to the vaccines covered by the table.

Provides that compensation awarded under the Program shall be paid out of the National Vaccine Injury Compensation Trust Fund. Limits awards for actual and projected pain and suffering and emotional distress to $250,000. Prohibits awards for punitive damages.

Establishes the Advisory Commission on Childhood Vaccines to: (1) advise the Secretary on the implementation of the Program; (2) recommend changes to the Vaccine Injury Table; and (3) recommend research priorities.

Part B: Additional Remedies - Sets forth procedures under which the person who filed a petition for compensation under the program may elect to file a civil action for damages.

Provides that no vaccine manufacturer shall be liable in a civil action for damages arising from a vaccine-related injury or death: (1) resulting from unavoidable side effects; or (2) solely due to the manufacturer's failure to provide direct warnings. Provides that a manufacturer may be held liable where: (1) such manufacturer engaged in the fraudulent or intentional withholding of information; or (2) such manufacturer failed to exercise due care. Permits punitive damages in such civil actions under certain circumstances.

Part C: Assuring a Safer Childhood Vaccination Program in the United States - Requires each health care provider who administers a vaccine listed in the Vaccine Injury Table to record certain information with respect to each such vaccine. Requires each health care provider and vaccine manufacturer to report certain information to the Secretary.

Requires the Secretary to develop certain vaccine information materials for distribution to the legal representatives of any child receiving a vaccine listed in the Vaccine Injury Table.

Directs the Secretary to promote the development of safer childhood vaccines.

Sets forth recordkeeping and reporting requirements for vaccine manufacturers. Imposes civil and criminal penalties for destroying, altering, or concealing any such report or record.

Part D: General Provisions - Allows any person to commence a civil action against the Secretary where the Secretary allegedly has failed to perform a duty under this Act. Provides for judicial review of the Secretary's regulatory actions in a court of appeals of the United States.

Allows the Secretary to provide licensing for unpatented vaccines for naturally occurring human infectious diseases under certain circumstances.

Requires the Secretary to conduct studies on pertussis, rubella, and radiculoneuritis vaccines and publish the results of such studies.

Directs the Secretary to study the risks to children associated with each vaccine listed in the Vaccine Injury Table and establish guidelines respecting the administration of such vaccines. Directs the Secretary to periodically review and revise such guidelines.

Directs the Secretary to review the warnings, use instructions, and precautionary information presently used by manufacturers of vaccines listed in the Vaccine Injury Table. Directs the Secretary to require manufacturers to revise and reissue any warning, instruction, or information found inadequate.

Grants the Secretary recall authority with respect to any licensed virus, serum, toxin, antitoxin, vaccine, blood, blood component or derivative, allergenic product, or other licensed product which presents a danger to public health. Establishes civil penalties for recall violations.

Directs the Secretary to make annual reports to specified congressional committees on the impact this Act has on the supply of vaccines.

Title II: Miscellaneous - Provides that certain Federal provisions designed to reduce paperwork shall not apply to information required to carry out this Act.

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Emergency Use Authorization for Vaccines Explained

Español (https://www.fda.gov/vaccines-blood-biologics/vaccines/explicacion-de-la-autorizacion-de-uso-de-emergencia-para-las-vacunas)

FDA is globally respected for its scientific standards of vaccine safety, effectiveness and quality. The agency provides scientific and regulatory advice to vaccine developers and undertakes a rigorous evaluation of the scientific information through all phases of clinical trials, which continues after a vaccine has been approved by FDA or authorized for emergency use.

FDA recognizes the gravity of the current public health emergency and the importance of facilitating availability, as soon as possible, of vaccines to prevent COVID-19 - vaccines that the public will trust and have confidence in receiving.

What is an Emergency Use Authorization (EUA)?

An Emergency Use Authorization (EUA) is a mechanism to facilitate the availability and use of medical countermeasures, including vaccines, during public health emergencies, such as the current COVID-19 pandemic. Under an EUA, FDA may allow the use of unapproved medical products, or unapproved uses of approved medical products in an emergency to diagnose, treat, or prevent serious or life-threatening diseases or conditions when certain statutory criteria have been met, including that there are no adequate, approved, and available alternatives. Taking into consideration input from the FDA, manufacturers decide whether and when to submit an EUA request to FDA.

Once submitted, FDA will evaluate an EUA request and determine whether the relevant statutory criteria are met, taking into account the totality of the scientific evidence about the vaccine that is available to FDA.

Are the COVID-19 vaccines rigorously tested?

Yes. Clinical trials are evaluating investigational COVID-19 vaccines in tens of thousands of study participants to generate the scientific data and other information needed by FDA to determine safety and effectiveness. These clinical trials are being conducted according to the rigorous standards set forth by the FDA.

Initially, in phase 1, the vaccine is given to a small number of generally healthy people to assess its safety at increasing doses and to gain early information about how well the vaccine works to induce an immune response in people. In the absence of safety concerns from phase 1 studies, phase 2 studies include more people, where various dosages are tested on hundreds of people with typically varying health statuses and from different demographic groups, in randomized-controlled studies. These studies provide additional safety information on common short-term side effects and risks, examine the relationship between the dose administered and the immune response, and may provide initial information regarding the effectiveness of the vaccine. In phase 3, the vaccine is generally administered to thousands of people in randomized, controlled studies involving broad demographic groups (i.e., the population intended for use of the vaccine) and generates critical information on effectiveness and additional important safety data. This phase provides additional information about the immune response in people who receive the vaccine compared to those who receive a control, such as a placebo.

What safety and effectiveness data are required to be submitted to FDA for an EUA request for a vaccine intended to prevent COVID-19?

COVID-19 vaccines are undergoing a rigorous development process that includes tens of thousands of study participants to generate the needed non-clinical, clinical, and manufacturing data. FDA will undertake a comprehensive evaluation of this information submitted by a vaccine manufacturer.

For an EUA to be issued for a vaccine, for which there is adequate manufacturing information to ensure quality and consistency, FDA must determine that the known and potential benefits outweigh the known and potential risks of the vaccine. An EUA request for a COVID-19 vaccine can be submitted to FDA based on a final analysis of a phase 3 clinical efficacy trial or an interim analysis of such trial, i.e., an analysis performed before the planned end of the trial once the data have met the pre-specified success criteria for the study's primary efficacy endpoint.

From a safety perspective, FDA expects an EUA submission will include all safety data accumulated from phase 1 and 2 studies conducted with the vaccine, with an expectation that phase 3 data will include a median follow-up of at least 2-months (meaning that at least half of vaccine recipients in phase 3 clinical trials have at least 2 months of follow-up) after completion of the full vaccination regimen. In

addition, FDA expects that an EUA request will include a phase 3 safety database of well over 3,000 vaccine recipients, representing a high proportion of participants enrolled in the phase 3 study, who have been followed for serious adverse events and adverse events of special interest for at least one month after completion of the full vaccination regimen.

Part of FDA's evaluation of an EUA request for a COVID-19 vaccine includes evaluation of the chemistry, manufacturing, and controls information for the vaccine. Sufficient data should be submitted to ensure the quality and consistency of the vaccine product. FDA will use all available tools and information, including records reviews, site visits, and previous compliance history, to assess compliance with current good manufacturing practices.

What is the process that manufacturers are following to potentially make a COVID-19 vaccine available by EUA?

- Vaccine manufacturers are undertaking a development process that includes tens of thousands of study participants to generate non-clinical, clinical, and manufacturing information needed by FDA for the agency to determine whether the known and potential benefits outweigh the known and potential risks of a vaccine for the prevention of COVID-19.
- When the phase 3 portion of the human clinical trial reaches a predetermined point that informs how well a vaccine prevents COVID-19, as discussed and agreed to in advance with FDA, an independent group (called a data safety monitoring board) will review the data and inform the manufacturer of the results. Based on the data and the interpretation of the data by this group, manufacturers decide whether and when to submit an EUA request to FDA, taking into consideration input from FDA.
- After FDA receives an EUA request, our career scientists and physicians will evaluate all of the information included in the manufacturer's submission.
- While FDA's evaluation is ongoing, we will also schedule a public meeting of our Vaccines and Related Biological Products Advisory Committee, which is made up of external scientific and public health experts from throughout the country. During the meeting, these experts, who are carefully screened for any potential conflicts of interest, will discuss the safety and effectiveness data so that the public and scientific community will have a clear understanding of the data and information that FDA is evaluating to make a decision whether to authorize a COVID-19 vaccine for emergency use.
- Following the advisory committee meeting, FDA's career professional staff will consider the input of the advisory committee members and continue their evaluation of the submission to determine whether the available safety and effectiveness and manufacturing data support an emergency use authorization of the specific COVID-19 vaccine in the United States.

Who are the FDA career professionals evaluating EUAs for vaccines?

The FDA staff are career scientists and physicians who have globally recognized expertise in the complexity of vaccine development and in evaluating the safety and effectiveness of all vaccines intended to prevent infectious diseases. These FDA professionals are committed to decision-making based on scientifically driven evaluation of data. FDA staff are like your family - they are fathers, mothers, daughters, sons, sisters, brothers and more. They and their families are also directly impacted by the work that they do, and are exactly who you want making these important public health decisions for the United States.

What are the plans for continued monitoring of COVID-19 vaccines authorized by FDA for emergency use?

FDA expects vaccine manufacturers to include in their EUA requests a plan for active follow-up for safety, including deaths, hospitalizations, and other serious or clinically significant adverse events, among individuals who receive the vaccine under an EUA, to inform ongoing benefit-risk determinations to support continuation of the EUA.

FDA also expects manufacturers who receive an EUA to continue their clinical trials to obtain additional safety and effectiveness information and pursue licensure (approval).

Post-authorization vaccine safety monitoring is a federal government responsibility shared primarily by FDA and the U.S. Centers for Disease Control and Prevention (CDC), along with other agencies involved in healthcare delivery. Post-authorization safety monitoring during the COVID-19 pandemic vaccination program will aim to continuously monitor the safety of COVID-19 vaccines to rapidly detect safety problems if they exist. There will be multiple, complementary systems in place with validated analytic methods that can rapidly detect signals for possible vaccine safety problems. The U.S. government has a well-established post-authorization/post-approval vaccine safety monitoring infrastructure that will be scaled up to meet the needs of a large-scale COVID-19 vaccination program. The U.S. government – in partnership with health systems, academic centers, and private sector partners – will use multiple existing vaccine safety

monitoring systems to monitor COVID-19 vaccines in the post-authorization/approval period. Some of these systems are the Vaccine Adverse Event Reporting System (VAERS), the Vaccine Safety Datalink (VSD), the Biologics Effectiveness and Safety (BEST) Initiative, and Medicare claims data.

How will vaccine recipients be informed about the benefits and risks of any vaccine that receives an EUA?

FDA must ensure that recipients of the vaccine under an EUA are informed, to the extent practicable given the applicable circumstances, that FDA has authorized the emergency use of the vaccine, of the known and potential benefits and risks, the extent to which such benefits and risks are unknown, that they have the option to accept or refuse the vaccine, and of any available alternatives to the product. Typically, this information is communicated in a patient "fact sheet." The FDA posts these fact sheets on our website.

How is it that COVID-19 vaccines have been developed so quickly?

In public health emergencies, such as a pandemic, the development process may be atypical. For example, as demonstrated by the response to the COVID-19 pandemic, the U.S. government has coalesced government agencies, international counterparts, academia, nonprofit organizations and pharmaceutical companies to develop a coordinated strategy for prioritizing and speeding development of the most promising vaccines. In addition, the federal government has made investments in the necessary manufacturing capacity at its own risk, giving companies confidence that they can invest aggressively in development and allowing faster distribution of an eventual vaccine. However, efforts to speed vaccine development to address the ongoing COVID-19 pandemic have not sacrificed scientific standards, integrity of the vaccine review process, or safety.

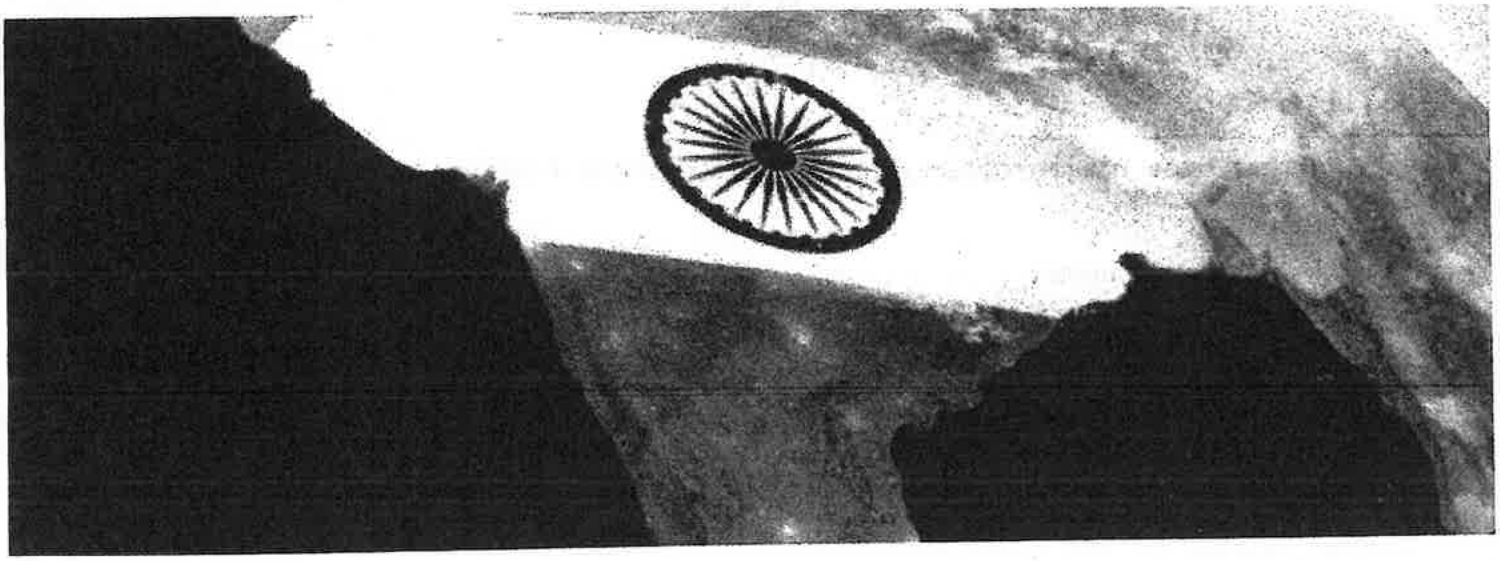
Recognizing the urgent need for safe and effective vaccines, FDA is utilizing its various authorities and expertise to facilitate the expeditious development and availability of vaccines that have met the agency's rigorous and science-based standards for quality, safety, and effectiveness. Early in a public health crisis, FDA provides clear communication to the pharmaceutical industry pertaining to the scientific data and information needed to ensure development of vaccines and works quickly to provide advice on their proposed development plans and assessment of the data that are generated.

59

Unprecedented Pandemic Turnaround in Uttar Pradesh with Dramatic Decline in Cases

TrialSite Staff
May 30, 2021

5 Comments



The health authorities for the state of Uttar Pradesh are easing up on COVID-19-based restrictions, at least in zones of the state where SARS-CoV-2 infections now fall below 600 cases. Just how big of a turnaround is the situation there? Well, for much of February and March of 2021, the average number of cases ranged from 100 to 350 in the most populated state of India with over 220 million people (if Uttar Pradesh was a nation, it would be sixth in the world, beating Brazil). That situation changed with the second pandemic wave here, which as TrialSite's analysis suggests, started with a potent mutant variant in combination with migrant labor's fear of imminent urban lockdowns, triggering migration and hence rapid viral spread. So by March 19, the state had 380 cases and the numbers of newly infected cases skyrocketed to 37,944 cases on April 24 alone, just over a month later. The state was already offering ivermectin as part of a population-wide regimen but the health authorities there doubled down their efforts as India's national COVID-19 guidelines introduced ivermectin just days before. What has happened since is nothing short of amazing, but unfortunately attracts litt me...

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Prominent Indian Physician Verifies Huge Impact of Ivermectin in Curbing Second Delta-Variant Wave in India

TrialSite Staff
August 29, 2021

19 Comments



TrialSite chronicled closely the use of ivermectin-based home medicine kits in India's largest state, Uttar Pradesh, and other states during the second wave of the pandemic starting in March and running through April. TrialSite shared that by June cases plummeted to what is today's far more contained situation. TrialSite had accumulated evidence that the World Health Organization (WHO) wanted this covered up. So impressive was the Indian effort in Uttar Pradesh that WHO had to report on the success, less the material information that state and local health authorities use of ivermectin in their aggressive home-based test and treatment regimen. This effort is either omitted in Western mainstream media or discounted as not proven by what are often disqualified fact checkers. Recently a prominent Indian physician, Dr. Lenny Da Costa, went on the record to discuss "The True Story of India" involving ivermectin treatments there. While propaganda and misinformation in the West rages, the top Geriatrician, Preventive Cardiologist, and anti-aging specialist from the coastal Indian state of Goa gave a breakdown of exactly how ivermectin was used and what in fact were the results. He...

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Dr. De Costa's medicine kits had Ivermectin, Vitamin C, & zinc

Prominent Indian Physician Verifies Huge Impact of Ivermectin in Curbing Second Delta-Variant Wave in India

gparkof1 September 3, 2021 In the News

August 29, 2021 Trial Site News

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Youtube: News Roundup / Prominent Indian Physician Talks

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Impact of Ivermectin In Home Medicine Kits In India

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FEATURED

India State of 241 MILLION People Declared COVID-Free After Government Promotes Ivermectin

By **InfoWars** 1 day ago

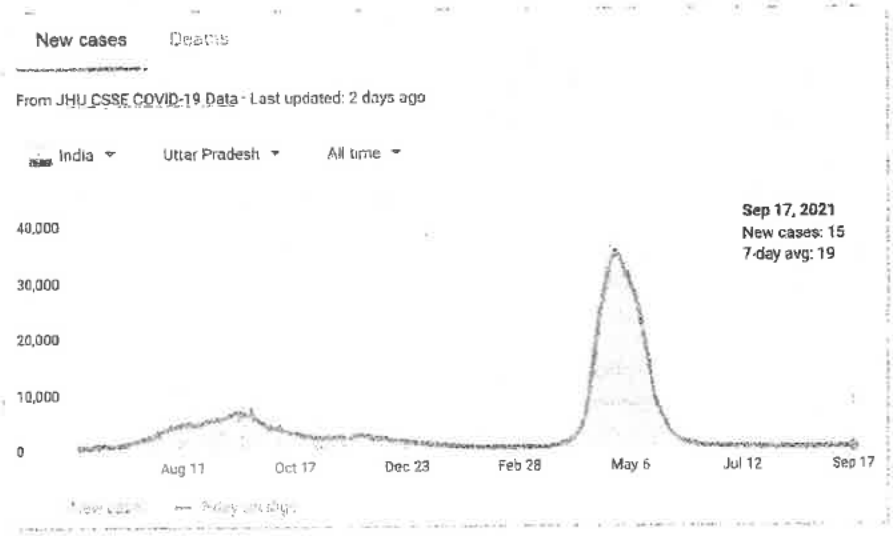
Population 2/3 that of the U.S. completely free of COVID despite having low vaccination rate of 5.8%.

America's vaccination rate at 54% but cases still rising and restrictions still imposed.

The state of Uttar Pradesh in India, which has the equivalent of two-thirds of the United States population, has been declared COVID-free, the state government announced last week.

There are no more active cases of coronavirus in the 33 districts of Uttar Pradesh, which has a population of 241 million people.

"Overall, the state has a total of 199 active cases, while the positivity rate came down to less than 0.01 per cent. The recovery rate, meanwhile, has improved to 98.7 per cent," *Hindustan Times* reported.



Credit: Google COVID statistics

How is it that Uttar Pradesh has fully recovered from COVID despite the fact that only 5.8% of its population has been fully vaccinated, compared to the USA that has 54% fully vaccinated?

The answer is likely because of the government's early use and distribution of ivermectin to its citizens.

From the *Indian Express*:

*"**Uttar Pradesh was the first state in the country to introduce large-scale prophylactic and therapeutic use of Ivermectin.** In May-June 2020, a team at Agra, led by Dr. Anshul Pareek, administered Ivermectin to all RRT team members in the district on an experimental basis. It was observed that none of them developed Covid-19 despite being in daily contact with patients who had tested positive for the virus," Uttar Pradesh State Surveillance Officer Vikssendu Agrawal said.*

*He added that based on the findings from Agra, the **state government sanctioned the use of Ivermectin as a prophylactic for all the contacts of Covid patients** and later cleared the administration of therapeutic doses for the treatment of such patients.*

*Claiming that timely **introduction of Ivermectin since the first wave has helped the state maintain a relatively low positivity rate** despite its high population density, he said, "Despite being the state with the largest population base and a high population density, we have maintained a relatively low positivity rate and cases per million of population."*

*He said that apart from aggressive contact tracing and surveillance, the **lower positivity and fatality rates may be attributed to the large-scale use of Ivermectin use in the state,** adding that the drug has recently been introduced in the National Protocol for Covid treatment and management. "Once the second wave subsides, we would conduct our own study as there has been an emerging body of evidence to substantiate our timely use of Ivermectin from the first wave itself," Vikasendu told The Indian Express."*

One would think the World Health Organization, Big Pharma, the mainstream media, and Dr. Anthony Fauci would be overjoyed by this development that ivermectin is undoubtedly saving lives.

But don't count on them celebrating that, because that would hurt their bottom lines of profit and power from their experimental and ineffective vaccines.

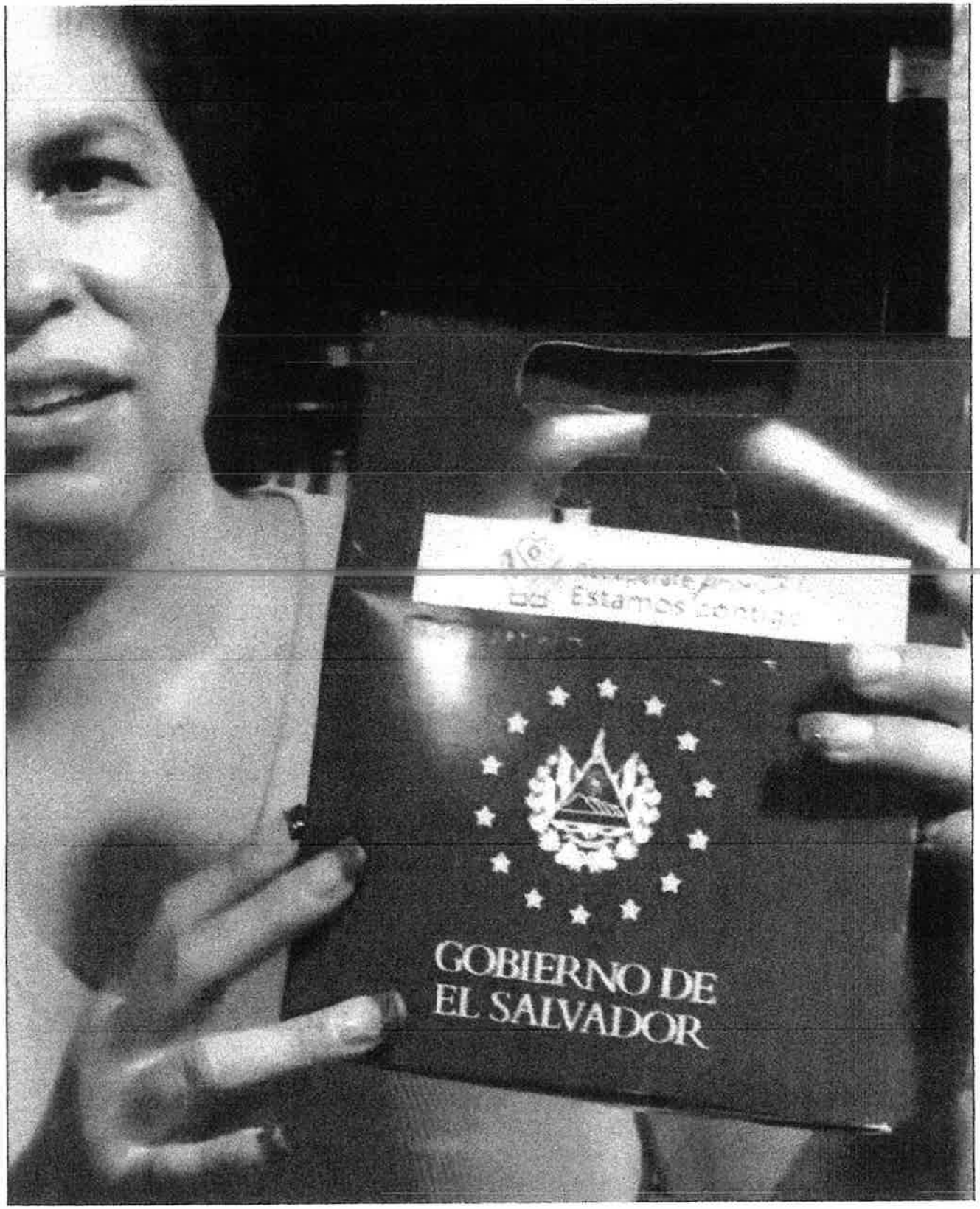
That's why they've been melting down over ivermectin after Joe Rogan successfully used it to treat his COVID infection earlier this month.

El Salvador Government Gives Medicine Packets to All COVID-19 Patients. Guess What They Contain?

wur welovetrump.com/2021/09/18/el-salvador-government-gives-medicine-packets-to-all-covid-19-patients-guess-what-they-contain/

By daniel_g

September 18, 2021



Here at WLT, we've brought you the **truth about Ivermectin**.

And we've shown you the wonder drug's success for treating COVID-19 in **Uttar Pradesh, India**.

Here in the United States:

-Mainstream media spreads lies by calling Ivermectin "horse dewormer."

Trending: Now It's ENTIRE Stadiums: Here's EVERY "F*** Joe Biden" Chant from This Weekend

-Hospitals deny Ivermectin to patients who need it.

-The federal government pushes dangerous injections instead of the safe, effective treatment.

All three are complicit with crimes against humanity.

If we lived in a sane society, Ivermectin would be available to every American household to treat COVID-19.

But in the United States, our society has fallen off a cliff.

For a semblance of sanity, we must turn to El Salvador.

Follow on Telegram @WeLoveTrumpNoah
The Central American nation has taken a common sense approach to treat citizens who contract COVID-19.

El Salvador's government now sends medicine packets and instructions for self-treatment.

Let's see what's included in those medicine packets:

> El Salvador actually helping their people#Ivermectin #IvermectinSavedMyLife #DoNotComply https://t.co/l4qKbzjuzm pic.twitter.com/xH8TM7JhXC
>
> — Vero P. 🏠☁♡ (@veroniquepoir12) September 17, 2021

> Oh, look what the Government of El Salvador is giving out -- CoViD-19 Medicine Packets with… Ivermectin pic.twitter.com/Ju5yetz8Zl
>
> — Che Lejano, M.D. (@lejanomd) September 17, 2021

> This package is given by El Salvador Govern to COVID patients, their families and in areas of prevalence of COVID.
> The package includes:
> – Acetaminophen 500mg (Panadol, Tylenol, Paracetamol)
> – Vitamin C 500mg
> – Vitamin D3 2000IU
> – Zinc 50mg
> – Aspirin 100mg for clots
> – IVERMECTIN
>
> — Erika62 (@Erika628) September 16, 2021

> This package is given by El Salvador Government to every COVID patient, their families and in areas of high prevalence of COVID.
> The package includes:Acetaminophen 500mg(Panadol,Tylenol, Paracetamol),Vitamin C 500mg, Vitamin D3 2000IU, Zinc 50mg,Aspirin 100mg for clots,IVERMECTIN pic.twitter.com/61JR79wEQf
>
> — sv HLE.HOLD sv (@et_hiep) September 16, 2021

> El Salvador isn't just helping people with monetary freedom they are helping them avoid COVID using common sense care packets with VitC, D3, Zinc, and IVERMECTIN @romanmartinezc pic.twitter.com/IglDELT8Sx
>
> — ☣ Pleb Kruse = BTC foundationalist ▩ ❁ (@DrJackKruse) September 16, 2021

> Government of El Salvador is providing IVERMECTIN to all its citizens free of charge
>
> Included in El Salvador's free Covid treatment give away along with ivermectin, is vitamin C, D, zinc & aspirin for blood-clots. No Jabs needed !!!https://t.co/6AF9NIQII4
>
> — Equal Opportunity Society (@EqualOppSociety) September 17, 2021

> El Salvador sends their people with Covid, a Care Packg with Vitamins, Ivermectin, and instructions of doses for free. Covid is treatable. US Politics and Pharma is corrupt. Wake Up. pic.twitter.com/HB3w2rKGqJ
>
> — Gracie Chameleon (@cheli23) September 17, 2021

In case Big Tech deletes the video, here's a backup on **Rumble**:

TrialSite News reported:

99.9% Pure Investor Grade Silver Trump Collector Coins!

Recently, TrialSite discovered from readers that in the Central American nation of El Salvador, the nation's Ministry of Public Health (Ministerio de Salud Publica—MINSAL) had embraced the anti-parasitic drug ivermectin as part of a combination of recommendations for early-onset treatment of COVID-19 via an ambulatory home patient kit. Such action is similar to the approach successfully executed in the Indian state of Uttar Pradesh.

The Protocol

Called the "Outpatient Treatment for COVID-19, the protocol includes the following:

MedicinesDose/DurationAcetaminophen500 MG 1 Tab VO C/6 hoursLoratadine10 MG 1 Tab V C/12 hoursZinc50 MG 1 Tab VO/ dayIvermectin6 MG 1 Tab VO C/12 dayVitamin C500 MG 1 Tab VO C/dayVitamin D2000 MG 1 Tab VO C/dayAzithromycin1 Tab VO C/day

Vaccines in El Salvador

By August 25, about 38.5% of the 6.5 million inhabitants had received both vaccine doses, while 52.9% of the total population had received at least one jab.

COVID-19 Therapeutics Strategy: Commission identifies five promising candidate therapeutics

Brussels, 29 June 2021

The EU Strategy on COVID-19 Therapeutics delivers today its first outcome, with the announcement of the first portfolio of five therapeutics that could soon be available to treat patients across the EU. Four of these therapeutics are monoclonal antibodies under rolling review by the European Medicines Agency. Another one is an immunosuppressant, which has a marketing authorisation that could be extended to include the treatment of COVID-19 patients.

Commissioner for Health and Food Safety, Stella **Kyriakides**, said: *"Today we are taking the first step towards a broad portfolio of therapeutics to treat COVID-19. Whilst vaccination is progressing at increasing speed, the virus will not disappear and patients will need safe and effective treatments to reduce the burden of COVID-19. Our goal is clear, we aim to identify more front-runner candidates under development and authorise at least three new therapeutics by the end of the year. This is the European Health Union in action."*

The five products are in an advanced stage of development and have a high potential to be among the three new COVID-19 therapeutics to receive authorisation by October 2021, the target set under the Strategy, provided the final data demonstrate their safety, quality and efficacy. The products are:

A new COVID-19 indication for existing medicines:

- baricitinib immunosuppresant (a medicine that reduces the activity of the immune system) from Eli Lilly: an application for extension of marketing authorisation for COVID-19 indication is under assessment

Newly developed monoclonal antibodies under rolling review - a regulatory tool to speed up the assessment of a promising medicine during a public health emergency:

- combination of bamlanivimab and etesevimab from Eli Lilly: under rolling review
- combination of casirivimab and imdevimab from Regeneron Pharmaceuticals, Inc. and F. Hoffman-La Roche, Ltd: under rolling review
- regdanvimab from Celltrion: under rolling review
- sotrovimab from GlaxoSmithKline and Vir Biotechnology, Inc.: under rolling review

Next Steps

The Commission will draw up a portfolio of at least 10 potential COVID-19 therapeutics by October, building on the work of the newly established expert group on COVID-19 variants. The selection process will be objective and science based, with selection criteria agreed with the Member States. Since different types of products are needed for different patient populations and different stages and severity of the disease, the expert group will identify product categories and select the most promising therapeutics candidates for each category based on science based criteria.

The portfolio will contribute to the objective of having at least three new therapeutics authorised by October and possibly two more by the end of the year. The European Medicines Agency will start more rolling reviews of promising therapeutics by end-2021, subject to research and development outcomes.

The Commission recently concluded a joint procurement of monoclonal antibodies (casirivimab and imdevimab) and could launch more by the end of the year.

The first industry matchmaking event on therapeutics will be organised on the 12-13 July to ensure that once authorised therapeutics are produced in sufficient quantity as soon as possible.

Background

The EU Strategy on COVID-19 Therapeutics aims to build a broad portfolio of COVID-19 therapeutics with the goal of having three new therapeutics available by October 2021 and possibly two more by

the end of the year. It covers the full lifecycle of medicines from research, development, selection of promising candidates, fast regulatory approval, manufacturing and deployment to final use.

The Strategy forms part of a strong European Health Union, using a coordinated EU approach to better protect the health of our citizens, equip the EU and its Member States to better prevent and address future pandemics, and improve resilience of Europe's health systems.

The Strategy, which focuses on the treatment of patients with COVID-19, works alongside the successful EU Vaccines Strategy, through which safe and effective vaccines against COVID-19 have been authorised for use in the EU to prevent and reduce transmission of cases, as well as hospitalisation rates and deaths caused by the disease.

More information

Questions and Answers: COVID-19 Therapeutics Strategy – list of 5 candidate therapeutics

European Commission's coronavirus response: therapeutics

Therapeutics Strategy

European Medicines Agency – COVID-19 therapeutics

IP/21/3299

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News | Coronavirus

Hospitals in COVID-19 hotspots to receive $10 billion more in federal aid

Jul 20, 2020

By Rich Daly, HFMA senior writer and editor

- **More than 1,000 hospitals in high-impact areas will get a share of $10 billion in new federal assistance.**
- **The new payments will be $50,000 per COVID-19 admission, less than the $77,000 in an earlier round.**
- **Hospitals with large Medicaid populations have until Aug. 3 to apply for a separate pool of funds.**

Hospitals that recently have submitted information on large COVID-19 caseloads could start to receive a share of $10 billion in new federal assistance this week.

The U.S. Department of Health and Human Services (HHS) announced (https://www.hhs.gov/about/news/2020/07/17/hhs-begin-distributing-10-billion-additional-funding-hospitals-high-impact-covid-19-areas.html) it would begin sending payments July 20 to more than 1,000 hospitals in "high-impact" areas of the pandemic, based on the case count data they submitted in recent weeks.

That would add to the $10 billion HHS sent in May to hospitals that had more than 100 COVID-19 patients by April 10.

Hospitals will qualify for payments based on whether admissions between Jan. 1 and June 10 meet one of the following criteria:

- More than 161 COVID-19 admissions
- At least one COVID-19 admission per day
- Higher than the national average ratio of COVID-19 admissions per bed

Amount of assistance reduced

The new round will pay $50,000 per COVID-19 admission, compared with $77,000 in the earlier high-impact round.

A senior HHS official said on a media call that the reduced funding is due to the number of such admissions surging from about 50,000 in the first round to more than 400,000 by the time of the second round.

The first-round payments went to 325 hospitals. The new round of payments will be "net from their payments — what they had already received" will be subtracted from their allocated total, the official said.

HHS is still evaluating some of the data hospitals submitted to receive the latest round of funding, so only $8.5 billion of the $10 billion is immediately ready for release. Hospitals will not need to submit more data to receive the new round of funding.

The latest round of distributions leaves only $50 billion unspent in the $175 billion Provider Relief Fund appropriated by Congress.

The administration plans to release additional rounds of funding for high-impact areas that have emerged since the June 10 cutoff for the newest funding, the HHS official said.

Unless Congress changes the statutory language in any future round of appropriated provider assistance, the HHS official said his department expects to continue splitting the assistance between broad funding for all providers and focused funding on organizations more affected by local outbreaks.

"All providers had been affected by the virus and the need for elective care to be discontinued," the official said.

Medicaid provider eligibility

The official also urged Medicaid providers to apply for a pending round of $15 billion that will be focused on them.

In June, HHS opened an application period for providers that serve Medicaid patients but did not receive funding from earlier rounds, which were based on Medicare revenues or net patient revenues.

Although HHS since has held webinars, offered application assistance and encouraged providers to apply for the Medicaid funding, there is concern that not all eligible have applied.

To draw more applicants, HHS has extended the application deadline to Aug. 3.

About the Author

Rich Daly, HFMA senior writer and editor, is based in the Washington, D.C., office. Follow Rich on Twitter: @rdalyhealthcare

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With 40% of COVID deaths, post-acute care sites get funding, scrutiny

May 26, 2020

By Rich Daly, HFMA senior writer and editor

- **Post-acute care facilities had 42% of the total COVID-19 deaths in 38 states reporting.**
- **HHS has started distributing $4.9 billion to skilled nursing facilities.**
- **Mandatory transfer policies caused problems in some states.**

Amid reports that two of every five deaths from COVID-19 have been post-acute care patients, the Trump administration is providing new funding and Congress is calling for more research.

The toll of the coronavirus in post-acute facilities, long unclear due to a lack of official statewide or federal reporting, remains cloudy. But emerging data has painted an increasingly dire picture.

For instance, a May 21 update of a Kaiser Family Foundation tracker (https://www.kff.org/health-costs/issue-brief/state-data-and-policy-actions-to-address-coronavirus/?utm_source=web&utm_medium=trending&utm_campaign=covid-19) found 174,381 COVID-19 cases reported at 7,732 long-term care facilities in the 43 states where it was able to obtain data. Those facilities also had 42% of the total COVID-19 deaths in 38 states providing information.

Similarly, Sen. Elizabeth Warren (D-Mass.) said at a May 21 hearing of the Senate Special Committee on Aging that more than half of the COVID-19 deaths in her state were linked to long-term care facilities.

"Nursing homes have become the epicenter of the crisis," Warren said at the hearing.

Senators, researchers and clinicians at the hearing agreed that a lack of data on COVID-19 infections and deaths at long-term care facilities has hampered efforts to understand the scope of the challenge and the need for additional resources.

CMS this week required nursing homes to begin reporting such data for the first time and planned to begin publicly releasing it to the public by the end of May. However, other long-term care facilities are not required to report such data, senators were told.

Warren and other senators urged more long-term research to understand the threat posed by the coronavirus to those served by long-term facilities.

Funding released to SNFs

To address the challenge, the U.S. Department of Health and Human Services (HHS) on May 22 released nearly $4.9 billion to skilled nursing facilities (SNFs) adversely affected by COVID-19.

The funding is part of a combined $175 billion allocated to providers in the CARES Act and the Paycheck Protection Program and Health Care Enhancement Act.

"In allocating these funds, the Administration is working, among other things, to address the economic impact of COVID-19 on providers and doing so as quickly and transparently as possible," an HHS

release (https://www.hhs.gov/about/news/2020/05/22/hhs-announces-nearly-4.9-billion-distribution-to-nursing-facilities-impacted-by-covid19.html) stated.

Adverse financial effects from COVID-19 on SNFs, as cited by HHS, included:

- Up to a 6% decline in patient populations since the beginning of 2020
- Increased labor costs
- Costs of meeting testing requirements
- Increasingly costly personal protective equipment

The funding will be based on SNFs' fixed and variable costs, including:

- $50,000 as a fixed distribution
- $2,500 per bed as an additional distribution
- Targeted distributions for all certified SNFs with six or more certified beds

The payments will require recipients to attest to terms and conditions, some of which have raised concerns among hospitals.

The funding was welcomed by post-acute care advocates, but more likely is needed.

"Given the gravity of the situation we are facing with this deadly virus and its impact on our vulnerable residents, long-term care facilities require additional support and funding from state and federal governments to reduce its spread," Mark Parkinson, president and CEO of the American Health Care Association and National Center for Assisted Living (AHCA/NCAL), said in a written statement.

AHCA/NCAL previously requested $10 billion to address facilities' COVID-19 needs.

The funding comes out to roughly $325,000 for each of the 15,000 SNFs, nationwide, said Bill McGinley, president and CEO of the American College of Health Care Administrators.

But just meeting local, state and new federal testing standards for patients and staff twice a week "can be hundreds of thousands of dollars, alone," McGinley said in an interview.

He noted that such funding was not provided to other post-acute care providers caring for similarly vulnerable patients.

Systemic issues facing SNFs

One challenge to SNFs during the pandemic has been the requirement of some states that they accept COVID-19 patients discharged by hospitals. Industry officials worried that not all such facilities were equipped to provide needed care and to keep those patients from infecting other vulnerable patients or staff.

"It was a huge blunder to make that requirement," McGinley said, referring to one such requirement, in New York.

New York Gov. Mario Cuomo, a Democrat, on May 9 rescinded his order that nursing homes accept COVID-19-positive transfers from hospitals — after the order had been in place for 48 days during the height of the state's outbreak.

Meanwhile, CMS has stayed silent on the transfer issue and has instead aimed to make it easier for hospitals to keep such highly contagious patients within their more advanced facilities.

For instance, the agency recently issued new flexibilities (https://www.cms.gov/newsroom/press-releases/trump-administration-issues-second-round-sweeping-changes-support-us-healthcare-system-during-covid?utm_campaign=General%20Newsletter&utm_medium=email&_hsmi=87658530&_hsenc=p2ANqtz-8ZHe-I6_7aRI1ZHbo4elf9UlP0QgbXBC48aJXBB1KOc4VyEL1dpauBsEcbTnT8nUSRk2zk&utm_content=87658530&utm_source=hs_email) that authorized hospitals to increase capacity for coronavirus patients by either adding more beds or transferring non-COVD patients to alternate care sites.

About the Author



A message from Axios

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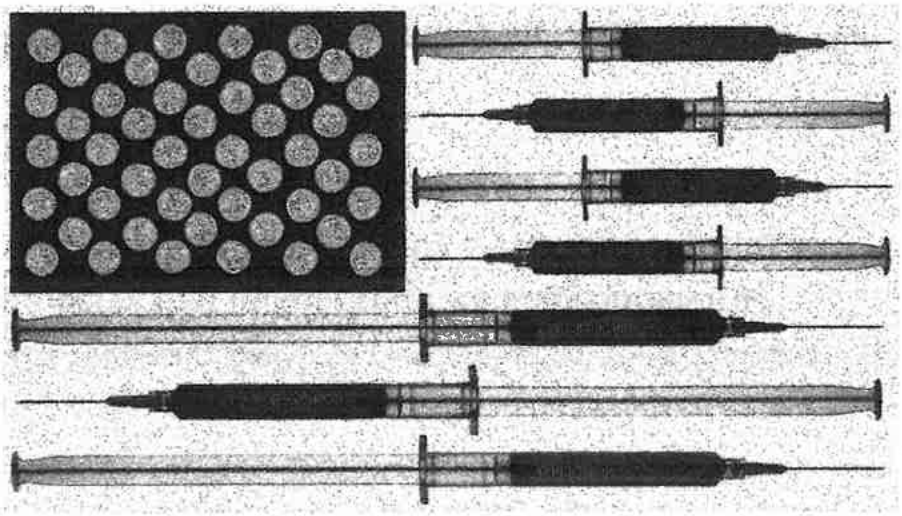
Jun 25, 2020 - Health

The NIH claims joint ownership of Moderna's coronavirus vaccine



Bob Herman



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The National Institutes of Health may own intellectual property that undergirds a leading coronavirus vaccine being developed by Moderna, according to documents obtained by Axios and an analysis from Public Citizen.

Why it matters: Because the federal government has an actual stake in this vaccine, it could try to make the vaccine a free or low-cost public good with wide distribution, if the product turns out to be safe and effective.

The big picture: The NIH mostly funds outside research, but it also often invents basic scientific technologies that are later licensed out and incorporated into drugs that are sold at massive profits. The agency rarely claims ownership stakes or pursues patent rights, but that appears to be different with this coronavirus vaccine.

- "We do have some particular stake in the intellectual property" behind Moderna's coronavirus vaccine, NIH Director Francis Collins said during an Economic Club interview in May.

Driving the news: New evidence shines light on the extent of NIH's involvement.

- NIH and Moderna have researched coronaviruses, like MERS, for several years, and signed a contract this past December that stated "mRNA coronavirus vaccine candidates [are] developed and jointly owned" by the two parties. The contract was not specific to the novel coronavirus, and it was signed before the new virus had been sequenced,

- Separately, four NIH scientists have filed for a provisional patent application entitled "2019-nCoV vaccine," according to disclosures in a pending scientific paper. Moderna scientists co-authored that paper, but none are listed as vaccine co-inventors.

- That makes it clear "the government and the public have a stake" in the coronavirus vaccine, said Zain Rizvi, a health law and policy researcher at Public Citizen. "The vaccine would not exist without the intellectual contributions of federal scientists."

What they're saying: NIH said in a statement that its scientists created the "stabilized coronavirus spike proteins for the development of vaccines against coronaviruses, including SARS-CoV-2," and the government consequently has "sought patents to preserve the government's rights to these inventions."

- Further, NIH "has adopted a non-exclusive licensing approach for these patent rights in order to allow multiple vaccine developers" to make a vaccine.

- NIH added that "federal employees listed as inventors on these patent applications assigned their rights to the U.S. government. Accordingly, should the [United States Patent and Trademark Office] and other national patent authorities grant the patents, the U.S. government will hold ownership interest in the patents."

Moderna declines to comment beyond a statement, which said the company "has a broad owned and licensed IP estate "and is" not aware of any IP that

would prevent us from commercializing our product candidates, including" the coronavirus vaccine.

Between the lines: Rizvi said co-owning the vaccine could allow NIH to more broadly license the underlying technology to other vaccine manufacturers "without the consent of Moderna," a company that is valued at $25 billion despite having no federally approved drugs on the market.

The bottom line: Many experts anticipate a coronavirus vaccine, once proven safe and effective, would be made as widely available as possible, and that developers aren't likely to seek big profits from it. Partial federal ownership could be a backstop if those assumptions don't bear out, but NIH isn't keen on stepping on industry's toes.

- "Talking to the companies, I don't hear any of them say they think this [vaccine] is a money-maker," Collins said during his Economic Club interview. "I think they want to recoup their costs and maybe make a tiny percentage of increase of profit over that, like single digits percentage-wise, but that's it.

  Nobody sees this as a way to make billions of dollars."

Information for NIH Inventors

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Whom should I contact when I have questions?

DECEASED INVENTOR ESTATE DISTRIBUTIONS

Are royalties distributed to the estate of a deceased inventor?

When are royalty payments made to inventors?

Royalty payments to inventors are processed two times in the calendar year. The first payment is generally made from late May to late June. The second payment is generally made from late October to late November. Payments cannot be distributed to inventors until the royalty information is completely reconciled to ensure accurate payouts.

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What do the payments represent?

The payments represent the inventor´s share of royalty payments from licensees to the NIH during the fiscal year. For example, the first inventor payment is based on money received by the NIH for the period of October 1 through March 31. The second inventor payment is based on money received by the NIH for the period of April 1 through September 30.

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How are the royalty payments calculated?

Inventors receive the first $2,000 collected from a licensee. Next, they receive 15 percent of royalties above $2,000 and up to $50,000. Finally, they receive 25 percent of royalties in excess of the first $50,000 collected each year. Each inventor cannot receive more than $150,000 in royalty payments for a calendar year.

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How are the payments made to inventors?

The payments are made by either direct deposit to the inventor's financial institution or by check.

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How do I know when I will be receiving a royalty payment?

The Office of Financial Management sends out e-mails to inventors a couple of weeks in advance of the bi-annual payouts providing the amount of royalties to be sent and giving you an opportunity to update your banking information if needed.

Please Note: It is important to make sure that OFM has your current e-mail address.

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What do I do if I move or need to update my contact information?

If you move, contact the Office of Financial Management (OFM) at OFMRoyalty@mail.nih.gov and the NIH Office of Technology Transfer at OTT-Royalties@mail.nih.gov. Provide both offices with your updated contact information.

Please Note: It is recommended that you provide your personal contact information (including your personal e-mail address), because that typically does not change when you retire, change positions, or relocate.

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Is there a preferred method of inventor payment?

All payments should be made by direct deposit.

In order to ensure that inventor royalty income is deposited into the correct account, inventors are required to complete the ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM and return it by e-mail to the NIH Office of Financial Management (OFM).

E-mail: OFMRoyalty@mail.nih.gov

Please Note: You do not need to complete the ACH Coordinator information from your bank if you do not need their assistance completing the form.

Please Note: Due to COVID-19 concerns, OFM staff are no longer receiving ACH forms by USPS mail.

Please Note: It is recommended that you provide your personal contact information (including your personal e-mail address), because that typically does not change when you retire, change positions, or relocate.

Please Note: Anyone sending Personally Identifiable Information (PII) NIH/OFM should send it securely and confidentially over an SSL/encrypted connection.

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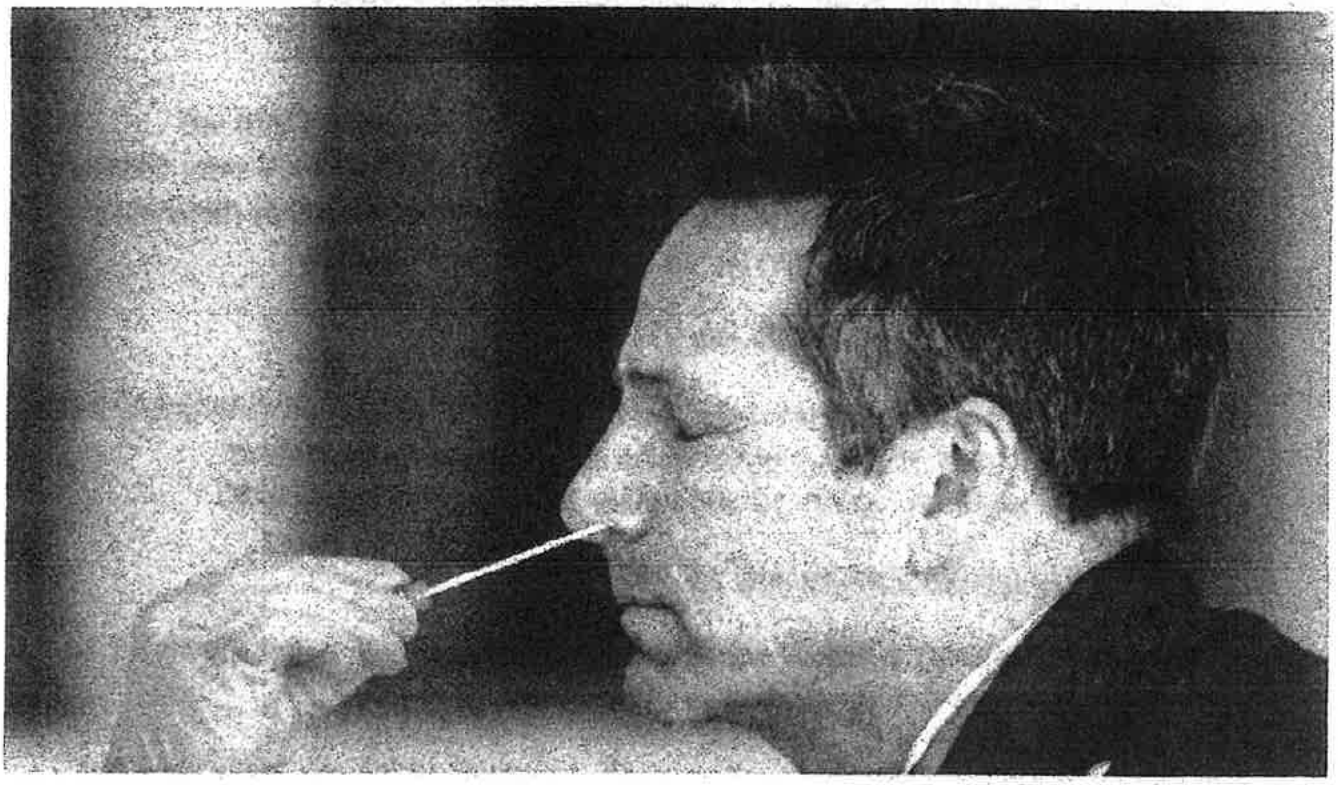
Fraudulent PCR Tests EXPOSED! CDC Quietly Withdraws Emergency Use Authorization Due to Inability to Differentiate COVID-19 & Influenza

welovetrump.com/2021/07/28/fraudulent-pcr-tests-exposed-cdc-quietly-withdraws-emergency-use-authorization-due-to-inability-to-differentiate-covid-19-influenza/

By daniel_g

July 28, 2021



The PCR tests were a key component to enforcing lockdowns in 2020.

Although the widely inaccurate test was never meant to diagnose disease, health bureaucrats deemed PCR tests the gold standard to detect COVID-19.

And with the cycle threshold ramped up to a value of 38-40, it was inevitable that millions of people with no symptoms would test positive.

Ridiculous testing requirements forced many healthy individuals to test weekly for the virus.

Trending: BREAKING: Marjorie Taylore Greene Confirms FEDERAL LAWSUIT Against Pelosi To Be Filed

And we quickly saw a rapid rise in COVID-19 cases that gave the health overlords the excuse to deem asymptomatic spread a threat.

Asymptomatic spread was one of the key issues cited to convince people of lockdowns to "slow the spread."

Another peculiar thing happened with mass COVID-19 testing via PCR.

The flu appeared to vanish out of thin air.

Follow on Telegram @WeLoveTrumpNoah

After 18 months of economic, social, and health destruction, the CDC admitted the gold standard test couldn't distinguish between COVID-19 and the flu.

> The CDC will withdraw current PCR tests and recommends method that can *differentiate* between SARS-CoV-2 and influenza. This might make it even clearer as to how the flu just disappeared at precisely the same point that another respiratory virus emerged with a similar death rate pic.twitter.com/jrMFFCyN7b
>
> — Andreas Vou (@AndreasVou89) July 27, 2021

> The CDC declared it will withdraw its request for PCR test use on an emergency basis on December 31, and strongly suggests labs adopt new tests capable of "differentiation" between COVID-19 and influenza.https://t.co/VjrynwleBC
>
> — National File (@NationalFile) July 25, 2021

> Holy smokes. The CDC indirectly admits current PCR tests lack capability to differentiate between COVID-19 and standard influenza.
>
> Remember when the seasonal flu went *poof* last year? I think we finally have our explanation... ▼ https://t.co/hZKKbLSzda pic.twitter.com/RZ2y1Ajmi8
>
> — Kyle Becker (@kylenabecker) July 28, 2021

> US CDC confirmed July 21 that the PCR test does not distinguish between SARS & influenza and it is withdrawing emergency use of PCR tests in USA from December 31 2021. Drosten's meaningless test has caused more economic damage & suffering than any medical device in history. https://t.co/0gYDPFIXpx pic.twitter.com/QHzk8Kle0n
>
> — Professor Michael Northcott (@msnorthcott) July 24, 2021

> On July 21, CDC alerted US labs that it is withdrawing Emergency Use Authorization of PCR tests to detect infection of SARS-CoV-2. CDC recommends that labs transition to a different FDA authorized test as PCR tests cannot be used after Dec.31, 2021.#onpolihttps://t.co/MXWWpIP2B2
>
> — Roman Baber (@Roman_Baber) July 24, 2021

Fox News had the scoop:

> The Centers for Disease Control and Prevention (CDC) urged labs this week to stock clinics with kits that can test for both the coronavirus and the flu as the "influenza season" draws near.
>
> The CDC said Wednesday it will withdrawal its request for the "Emergency Use Authorization" of real-time diagnostic testing kits, which were used starting in February 2020 to detect signs of the coronavirus, by the end of the year.
>
> "CDC is providing this advance notice for clinical laboratories to have adequate time to select and implement one of the many FDA-authorized alternatives," the agency said.
>
> The U.S. has reported more than 34.4 million cases of the coronavirus since the pandemic began in 2020 and more than 610,000 deaths.
>
> But while cases of COVID-19 soared nationwide, hospitalizations and deaths caused by influenza dropped.
>
> According to data released by the CDC earlier this month, influenza mortality rates were significantly lower throughout 2020 than previous years.
>
> There were 646 deaths relating to the flu among adults reported in 2020, whereas in 2019 the CDC estimated that between 24,000 and 62,000 people died from influenza-related illnesses.
>
> GET THE TRUTH: DailyTruthReport.com
>
> The CDC urged laboratories to "save both time and resources" by introducing kits that can determine and distinguish a positive test for the coronavirus and flu.

National File also reported:

> Many skeptics have noted that, with the emergence of COVID-19, flu cases diminished at a level that strains credulity. While the CDC estimated that between 24,000 and 62,000 died of "influenza related illnesses" in 2019, the number shrunk by nearly 99% in 2020, to a modest 646 deaths. Many have pointed to overuse of the PCR tests, which are designed to detect incredibly small amounts of viruses, for this massive change.
>
> Others, perhaps more confusingly, say that while Americans did a poor job of social distancing, mask wearing, and hand sanitizing that was unable to prevent the spread of COVID-19, Americans also did a satisfactory job of social distancing, mask wearing, and hand sanitizing to prevent the spread of influenza viruses.
> As National File reported earlier this year, the inventor of the PCR test once said Anthony Fauci, 80-year-old the decades-long director of the National Institute of Allergy and Infectious Diseases, "doesn't know anything" and is willing to lie on television. "Guys like Fauci get up there and start talking, you know, he doesn't know anything really about anything and I'd say that to his face. Nothing. The man thinks you can take a blood sample and stick it in an electron microscope and if it's got a virus in there you'll know it," said PCR test inventor Kary Mullis.
>
> "He doesn't understand electron microscopy and he doesn't understand medicine and he should not be in a position like he's in. Most of those guys up there on the top are just total administrative people and they don't know anything about what's going on in the body. You know, those guys have got an agenda, which is not what we would like them to have being that we pay for them to take care of our health in some way. They've got a personal kind of agenda. They make up their own rules as they go. They change them when they want to. And they smugly, like Tony Fauci does not mind going on television in front of the people who pay his salary and lie directly into the camera," Mullis added.

Who wants to guess how many COVID-19 cases (and deaths) were actually influenza and simply misdiagnosed due to the PCR tests?

New American

CDC Director Walensky Lies, Contradicting CDC's OWN DATA

by Selwyn Duke July 29, 2021

Rochelle Walensky lied about how kids died — and more children will suffer as a result.

Walensky, director of the Centers for Disease Control (CDC), perhaps trying to justify the administration position that children will probably have to wear masks at school in the fall, recently stated that COVID-19 is notably deadlier to kids than is the flu. The problem is that the CDC bigwig's claim was contradicted by an interesting source: the CDC.

Fox News host Tucker Carlson reported on this last night, stating that

> Walensky is an actual doctor.... She went to Harvard. She's never been elected to anything, but in a pandemic like this, her word is law. It's more powerful than anything Congress produces. She's her own federal agency. In fact, on a continuum, she sits somewhere between king and God. So read carefully as Rochelle Walensky tells you that COVID is killing twice as many children as influenza.

"I think it's really important for people to understand that this is not a benign disease compared to other diseases our kids see," Walensky could be heard stating in a clip Carlson played (video below; relevant portion begins at 10:05). "If you look at the mortality rate of COVID, just this past year for children, it's more than twice the mortality rate that we see in influenza in a given year."

The problem is that unless Walensky is profoundly ignorant of her own CDC's data and what attentive laymen have known for more than a year, her claim is a lie.

The Truth: "From 2019 to 2020, according to the CDC, a total of 124 children died of COVID. From 2020 to 2021, 213 children died of COVID. By comparison, influenza killed more than 400 children just last year," Carlson related. "In fact, that was not an aberration. Influenza has killed far more children than COVID has in each of the past five years. It's not even close."

This isn't some esoteric fact. I've long cited a study out of Newcastle University in London showing what data the world over reflect: that the flu is at least twice as dangerous to children under 10 as is the China virus. A good example is the Spanish influenza epidemic of 1918-19, which claimed 675,000 American lives — many of them young. This is more than two million when adjusted for today's population.

In fact, insofar as diseases go and according to BusinessTech, influenza is history's fifth-greatest killer (50 million deaths), behind malaria, tuberculosis, smallpox, and plague.

On July 12, *New York's* Intelligencer further illustrated the irrationality of fearing the threat SARS-CoV-2 poses to children. "Over the course of the pandemic, 49,000 Americans under the age of 18 have died of all causes, according to the CDC," the site wrote. "Only 331 of those deaths have been from COVID — less than half as many as have died of pneumonia. In 2019, more than 2,000 American kids and teenagers died in car crashes; each year, according to some estimates, about a thousand die from drowning."

So if you're going to mask and/or vaccinate kids for fear of The Virus™, then you'd surely better keep them far away from water and autos.

What's more, "In a recent report, the CDC itself acknowledges it could be vastly over-reporting the number of children who are dying from COVID," Carlson also related last evening. "The CDC report states that, when considering everyone who died of COVID, roughly 2.5% of those who died had a co-existing medical condition unrelated to their deaths. But for children under the age of 18, that number is dramatic — over 35% of children who died from COVID had what the CDC calls an 'unrelated medical condition.'"

"In other words, more than a third of children ... listed on the official records as dying from COVID had comorbidity that the CDC assures us cannot possibly be connected to COVID," Carlson continued. "But it appears, upon closer examination, the comorbidities might in fact be related to the deaths of those children."

It may be obvious why Walensky and others tell this bold China virus/influenza lie and why Big Media aid and abet them: You can't justify masking and vaccinating children if people know that COVID is considerably less dangerous to them than a disease most of us sneeze at.

And some cities have actually reinstituted school mask mandates; the Biden administration, as mentioned earlier, has recommended such; and authorities have even pushed to get youths vaccinated. Below is a video of Walensky doing so just last month.

CBS News
@CBSNews

CDC Director Rochelle Walensky said that "troubling data" shows adolescents have been hospitalized, and many admitted to the intensive care unit, because of COVID-19. She said many required mechanical ventilation and urged parents to vaccinate children who are 12 and older.

(Moreover, it was just announced that vaccines will be "available" for children under 12 late this year.)

This is child abuse. Studies have shown that masks offer little to no benefit when *prescribed for the general population.* Yet the costs appear great, with strong indications that masks can become as pathogen-laden Petri dishes on people's faces and that wearers may be inhaling unhealthful plastic microparticles from them; furthermore, a study found that after just three minutes wearing-time, children were inhaling carbon dioxide at up to six times the acceptable adult level.

As for vaccines, youths have suffered medical complications and even death after taking them; for example, 13-year-old Jacob Clynick passed away just three days after receiving his second China virus injection. Does taking such risk over a disease that imperils kids less than does the flu make any sense?

No, and this explains all the lies. But what should be the consequence for a person who thus deceives? We can already say that the health authorities lied and children died. They, not the January 6 defendants, should be brought up on serious charges.

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~~Sir Walter Scott
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Federal Judge Embarrasses the CDC With a Crucial Question on Mask 'Science' – RedState



Recent Riots

a Crucial Question on Mask 'Science' – RedState

June 12, 2021 5 min read

When does science cease to be science? When one stops relying on the citing of objective evidence and starts gnashing their teeth at any questioning of a specific theory. In regards to masks, we crossed that Rubicon long ago.

Gov. Ron DeSantis is pushing the issue to its breaking point, requesting that the CDC has its mitigation requirements for cruise ships slapped down. Those requirements include having 95% of passengers vaccinated and mask-wearing. This is part of Florida's larger battle against so-called vaccine passports.

The judge in the case is apparently not going to let the CDC skate by. He asked the federal bureaucracy to provide actual evidence for its claims about mask efficacy.

> "Where does this mask efficacy theory come from?" U.S. District Judge Steven Merryday of Tampa asked the @CDCgov.
>
> Does a federal judge think masks don't work?
>
> By @TB_Times reporter @mahoneysthename and @MiamiHerald reporter @taydolven:https://t.co/4EKfBppXFW
>
> — Jamal Thalji (@jthalji) June 11, 2021

For those not familiar with Florida politics, the Tampa Bay Times and the Miami Herald are two of the most wretchedly left-wing papers in the state. The latter recently produced a fluff piece on conspiratorial nutjob Rebekah Jones that was so ridiculous and misleading that even some Democrats couldn't go along with it.

Given that, it's not surprising that this reporter from the Tampa Bay Times is setting his hair on fire over a judge daring to ask for (gasp!) evidence to support a specific requirement. Still, that doesn't mean it any less dumb. Science is not a religion, and nothing should be above questioning. If the CDC can't provide objective data, they shouldn't be allowed to throw their weight around the way they have."

The judge in the case pressed the federal government heavily on that, leading to this remarkable exchange.

> When pressed on what level of transmission would require agency action, Powell said the agency has broad authority from Congress to prevent the interstate and international transmission of disease, and there's a need for "enforceable public health measures." Legally, the agency has the power to try to reduce transmission to zero, even if that may not be practical in the coronavirus' immediate future, she said.
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> Percival, for the state of Florida, pounced on that statement.
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> If that's true, "it's unclear what they cannot do," he said. "They can bar your doors. ... That is an astronomical power."

Florida's counsel has it right. By the CDC's telling, they can literally violate everyone's rights from here unto eternity by pressing for zero transmission — when that's impossible. When asked for specifics to back up their vast guidelines, they kept shooting blanks.

> "Where does this mask efficacy theory come from?" Merryday said. "We've had masking and social distancing for a long time and we had a pandemic in the middle of it."
>
> Powell responded that neither masks nor social distancing are cure-alls, but that they reduced the number of people who died.
>
> "What you can do is make the best scientific decision you can with the evidence available. That's the CDC's job," she said. "We don't expect the risk to be zero, there will be risk on every ship. ... But we're still in the midst of a still-deadly pandemic."

What's never mentioned to the judge is what "evidence" is available that the CDC is going by. The reason they can't provide that is 1) because their own studies show mask mandates are statistically useless (the judge points that out) and 2) because they have no affirmative evidence that masks reduce the spread of COVID-19.

Besides, as I've written many times before, the case for mandatory masking just isn't there. We have far too much data at this point that shows no correlation between masks and rates of infection in communities. That can be seen by simply comparing different parts of the country that had different rules regarding masks. Further, the latest study also shows mandatory masking to have been pointless.

In short, the CDC was absolutely embarrassed in this hearing, and it's pathetic that the media, instead of noting that, are running cover and clutching their pearls that a judge would dare ask basic questions. Honestly, that's kind of scary. Do we really want to live in a country where objective data is ignored in the face of tyrannical dictates from the powers that be? I think not.

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Federal Judge Embarrasses the CDC With a Crucial Question on Mask 'Science'

June 13, 2021 By Stephen Frank **Leave a Comment**

Stanford did a compilation of 67 mask studies—none showed they had much value. Johns Hopkins Medical School did a study on masks—found they had little or no value. Now a Judge is using the law and common sense about the use of face mask with no values to them.

"Besides, **as I've written many times before**, the case for mandatory masking just isn't there. We have far too much data at this point that shows no correlation between masks and rates of infection in communities. That can be seen by simply **comparing different parts of the country** that had different rules regarding masks. Further, **the latest study** also shows mandatory masking to have been pointless.

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Government needs to be embarrassed for their lies. Fauci needs to be fired, then indicted for his lies which cost millions of jobs and thousands of people die—Fauci lied and people died.

Good for the Judge asking basic questions. Wait till these issues hit the California courts and Newsom is unable to show data for social distancing, closing of schools and churches. It will cost us billions in tax payer settlements—and that will never by enough to pay for the corruption of Gavin Newsom as Governor.

Federal Judge Embarrasses the CDC With a Crucial Question on Mask 'Science'



By **Bonchie**, Red State, 6/12/21

When does science cease to be science? When one stops relying on the citing of objective evidence and starts gnashing their teeth at any questioning of a specific theory. In regards to masks, we crossed that Rubicon long ago.

Gov. Ron DeSantis is pushing the issue to its breaking point, requesting that the CDC has its mitigation requirements for cruise ships slapped down. Those requirements include having

95% of passengers vaccinated and mask-wearing. This is part of Florida's larger battle against **so-called vaccine passports**.

The judge in the case is apparently not going to let the CDC skate by. He asked the federal bureaucracy to provide actual evidence for its claims about mask efficacy.

For those not familiar with Florida politics, the **Tampa Bay Times** and the Miami Herald are two of the most wretchedly left-wing papers in the state. The latter **recently produced** a fluff piece on conspiratorial nutjob Rebekah Jones that was so ridiculous and misleading that even some Democrats couldn't go along with it.

Given that, it's not surprising that this reporter from the Tampa Bay Times is setting his hair on fire over a judge daring to ask for (gasp!) evidence to support a specific requirement. Still, that doesn't mean it any less dumb. Science is not a religion, and nothing should be above questioning. If the CDC can't provide objective data, they shouldn't be allowed to throw their weight around the way they have, and even if they have objective data on an issue, how broad their power is remains a very serious question.

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What's never mentioned to the judge is what "evidence" is available that the CDC is going by. The reason they can't provide that is 1) because their own studies show mask mandates are statistically useless (the judge points that out) and 2) because they have no affirmative evidence that masks reduce the spread of COVID-19. If they did, they'd be announcing it from the rooftops. That they aren't is dispositive on its own.

Besides, **as I've written many times before**, the case for mandatory masking just isn't there. We have far too much data at this point that shows no correlation between masks and rates of infection in communities. That can be seen by simply **comparing different parts of the country** that had different rules regarding masks. Further, **the latest study** also shows mandatory masking to have been pointless.

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THE EPOCH TIMES



A student wears a mask as he does his work at Freedom Preparatory Academy in Provo, Utah, on Feb. 10, 2021. (George Frey/Getty Images)

CORONAVIRUS IN-DEPTH

Mask Mandate for Children Is Not Backed by Science: New Jersey Senators

BY ELLA KIETLINSKA July 17, 2021 Updated: July 17, 2021

AA Print

New Jersey senators held a hearing last week to explore whether the science supports forcing children to wear face masks in schools amid growing concerns regarding the efficacy and negative effects of these masks.

Scientists testified about the effectiveness of masks in preventing the spread of COVID-19, a disease caused by the CCP (Chinese Communist

Party) virus. Health professionals and parents talked about the impact of masks on children's health and well-being.

The participating lawmakers asserted that wearing masks by children does little to prevent the spread of COVID-19 and may harm children psychologically, emotionally, developmentally, and physically.

The requirement to wear masks in almost all public places in New Jersey was lifted by Governor Phil Murphy in May, but the mandate to wear masks for children in schools remained in place, justified by the lack of a COVID-19 vaccine for children under 12.

Mask Effectiveness for Children

There have not been any randomized clinical trials on children to assess the benefits of wearing masks, but different countries responded differently to the pandemic, said Dr. Martin Kulldorff, professor of medicine at Harvard Medical School, and a biostatistician and epidemiologist.

"During the first wave [of the COVID-19 pandemic] in the spring of 2020, most large Western countries closed their schools for longer or shorter time periods, including more states in the U.S. The one exception was Sweden, which kept schools and daycare open from ages 1 to 15, for which there are 1.8 million children."

At that time, there was no mask-wearing, no social distancing, and no COVID-19 testing for children in Sweden, Kulldorf said at the hearing, but there was more cleaning than normal in schools and daycare facilities and children who got sick were sent home.

Despite this lack of restrictions, "none of these 1.8 million children died [of COVID-19]," Kulldorf emphasized.

"COVID is primarily spread through adults. When children do get infected ... they typically get it from an adult. And it's very unusual to get transmission from children to adults."

The risk of COVID-19 infection for teachers is the same or slightly lower than the average in other professions, Kulldorf said. "There's no purpose of wearing masks, either for the benefit of the children or for the benefit of teachers. There's no public health reasons to do that."

"I think in the United States, for this whole pandemic, there have been about 350 reported COVID deaths among children. And we don't know exactly how many of those are due to COVID versus how many are with COVID because [the] CDC hasn't done that evaluation."

Kulldorf said that the number of child deaths due to influenza is between 200 and 1,000 every year depending on the severity of influenza.

"Every one of these deaths is tragic," Kulldorf said, but "for children, [mask] doesn't particularly give them any protection from COVID."

Adverse Effects of Masks

A student plays the flute while wearing a mask during a music class at the Sinaloa Middle School in Novato, Calif., on March 2, 2021. (Haven Daily/AP Photo)

"There was ample evidence for adverse effects of children wearing masks and they should not be forced to wear them," said Maria Crisler, a clinical scientist with specialty experience in microbiology.

According to a study conducted in April, 68 percent of more than 25,000 children participating in the study "had problems wearing face coverings" and the content of carbon dioxide inhaled by them was several times higher than the acceptable norm, Crisler testified.

Due to the high intake of carbon dioxide, children sampled for the study experienced symptoms such as irritability, headache, difficulty concentrating, reluctance to go to school or kindergarten, malaise, impaired learning, drowsiness, or fatigue, Crisler said.

The issue of mask-wearing is even more critical for children than for adults because anatomical differences make a child more vulnerable than an adult to injury from oxygen deprivation and high intake of carbon dioxide, the clinical scientist explained.

"There are physiological changes within 45 seconds of wearing a mask to the brain, from the heart, the lungs, the kidneys, and the immune system."

Moreover, microbes can concentrate on the outside of masks because microbe carrying droplets are trapped in masks and can be re-inhaled, Crisler said in her presentation. "Without a mask exhaled droplets and aerosol dry quickly. ... The longer the mask is used, the more bacteria are exhaled through it."

"The outside of surgical mask—the ones that the children are mostly wearing to school—tested in hospitals, found more concentrated microbes on the outside of the masks themselves than in the environment."

A study performed by a lab of the University of Florida showed that several types of microbes were present on masks, Crisler noted, emphasizing that the study was non-scientific.

Crisler also mentioned that natural solutions to protect children "begin with diet and exercise," as poor diets and lack of rest are among factors contributing to disease and immune dysfunction.

Dr. Paul Alexander, a professor of evidence-based medicine at McMaster University in Canada and a former COVID pandemic advisor at the Trump Administration, pointed out that there is no clear evidence that masks are effective but there are reports and evidence that wearing masks is potentially harmful.

"You're accumulating carbon dioxide behind the mask, you're not getting proper oxygen, etc. And you have reports across the world of damage," Alexander said adding, the "WHO [World Health Organization] put out a report ... stating children under six years old, should not be masked, under no condition."

Alexander also said that cases of asymptomatic transmission of COVID-10 which drove the lockdowns and school closures as well as reinfections are very rare.

"When we look at the evidence, we can't find clear indications, actual evidence, cases, where asymptomatic spread is a real concern or reinfections, recurrent infections is a real concern. And we can argue each case that you present as flawed interpretation."



Masked students wait in a socially distanced single file line before heading to the cafeteria at an elementary school in Louisville, Ky., on March 17, 2021. (Jon Cherry/Getty Images)

Jacqueline Tobacco, a member of the Board of Education in Middletown, New Jersey, testified that her son attended a school without wearing a mask since September after a long fight and a lawsuit that she had filed.

"He has successfully attended school all year—schools have been open in Middletown—and never was quarantined, never got COVID," Tobacco sad.

She won the race for a seat on the Board of Education after campaigning on a platform against the lockdowns and against the mask mandates and

became a board member in January.

Erin Pain, a school nurse, testified that wearing masks can harm children psychologically, developmentally, and physically.

She saw many children experiencing anxiety and severe fear. Pain told senators the story of a girl who came to see her because she vomited in class. That girl got really nervous when she saw people wearing masks and the thought occupied the child's mind to the point that she felt sick in her stomach and threw up.

Another girl who Pain saw was hysterically crying because she forgot to bring her mask to school and was afraid that she would bring COVID home. "I had to spend 15 minutes with her to calm her down just to get her to go into class," Pain said.

A child's development may also be impacted by wearing a mask, Pain explained. "Children learn by recognizing facial cues ... and [their learning] is hindered by wearing a face mask."

When their teacher smiles at them, children know that they got the right answer or did a good job, Pain continued.

"Developmentally, these kids are suffering. They're having a really hard time, especially the hearing impaired and the special needs children who are having a severely difficult time wearing these masks," she said.

The nurse also saw face rashes, sore throat, canker sores related to wearing masks. Children sometimes wear the same mask for several days, touch them, and sometimes forget to wash their hands after using the bathroom, or flip them inside out, Pain said.

The CDC recommends washing cloth mask whenever it gets dirty or at least daily.

New Jersey state Sen. Michael Doherty, a Republican, said after all testimonies were given, "We heard today that masks cause harm and there's no benefit. And there's a lot of science to back that up. It's causing irreparable harm to our children. And the science is very clear to me."

"It was really important to hear the science," said Republican New Jersey Sen. Kristin Corrado.

"We have legislation [introduced] ... that would prohibit any school or school bus from mandating that children wear masks in school or on the bus. We also have legislation that would prohibit masking mandated at daycares and summer camps. Parents should be the only ones making medical decisions for their children. And let's be clear, wearing a mask is a medical decision, that should never be made by" the government of New Jersey, Corrado said at the conclusion of the hearing.

Rights and Freedoms
Covid-19

Dr Mike Yeadon's Final Warning to Humanity

BY CAPTAINDARETOFLY ON JULY 27, 2021 Listen Now

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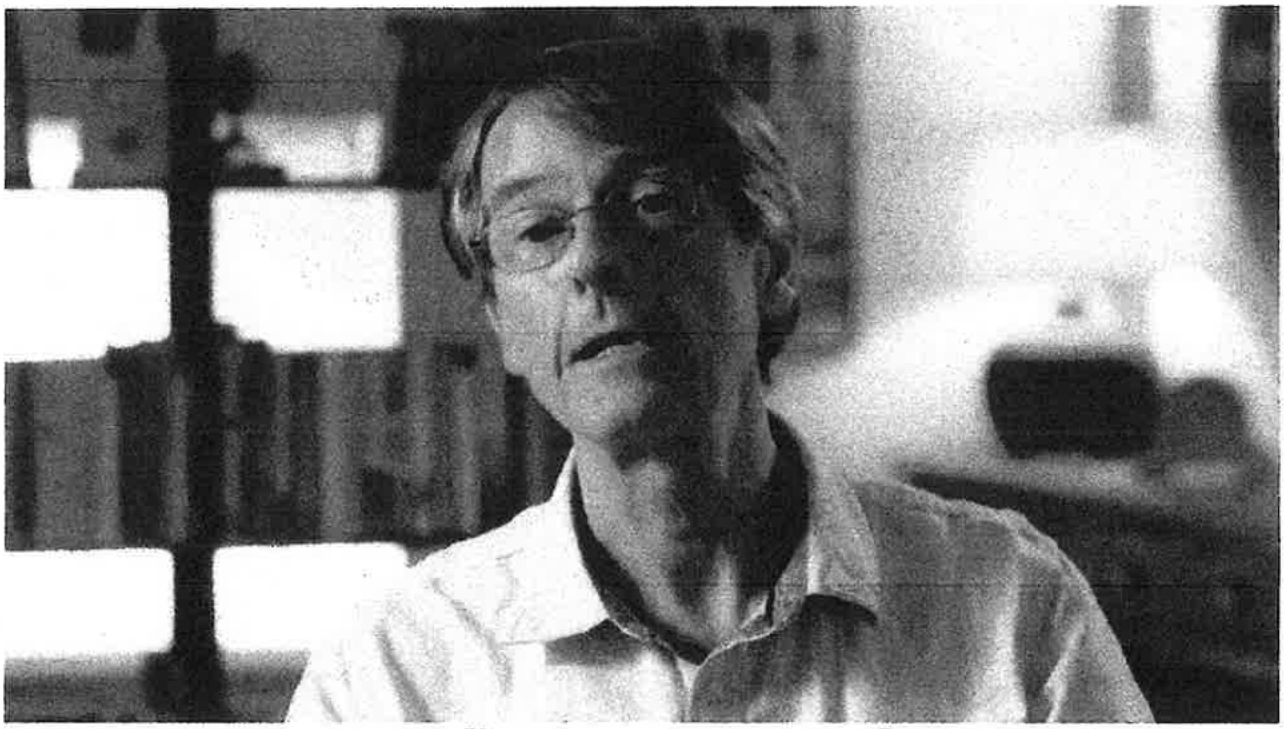

In an interview posted online, former Vice President and Chief Science Officer of Pfizer for 16 years, Dr Mike Yeadon, gave a staunch warning to humanity that they must wake up before it's too late.

Dr Yeadon outlined that the government has been lying to the public throughout the entirety of the Covid pandemic and that it's up to the masses to stop them.

"Don't say you weren't warned because I've been warning people as long as I can and as hard as I can, that you can still right now take your normal society back and take it back tomorrow," Dr Yeadon said.

In the video, Dr Yeadon explained the Covid-19 restrictions that were introduced at the start of the pandemic (and continue to be used) don't work. For example, he explains how masks are incapable of preventing the spread of the alleged virus, and that lockdowns never slowed transmission.

Additionally, Dr Yeadon told viewers that they "don't need to be vaccinated by inadequately tested and somewhat dangerous gene-based, spike protein inducing proteins", and should instead ignore what corrupt scientists tell them to do.

The former Pfizer Vice President warned that if people don't wake up in the next few weeks, they will have lost the chance to take back freedoms and return to normal society as vaccine passports will be introduced.

Throughout the video, Dr Yeadon explained that government policy – even before the start of the Covid pandemic – turned decades of understanding of how to protect people from infectious diseases on its head, citing lockdowns as a key example of this.

"You need to be symptomatic in order to be infectious but what we do we quarantine the sick, we've always done that.

"We've quarantined the sick because that's how you avoid infecting the wider population. So, the idea of quarantining the well with these so-called lockdowns is a new invention, and it has no foundations whatsoever either in science or in the history of controlling epidemics."

Dr Yeadon continued by stating that mass testing of the population was not introduced to track cases of Coronavirus but to induce fear to control the masses. He also stated that asymptomatic cases defy common sense as there's no history of viruses like this until the year 2020.

"It's a strong evolutionary advantage for us to be highly aware of whether or not someone represented a threat to us, and the fact that we are very good at that I think should tell you that they are reliable guides as to whether someone is a threat to you. So if they're not symptomatic, they're not going to infect with you the flu."

Furthermore, Dr Yeadon explained that Covid-19 does pose a threat to the elderly and those with underlying health conditions, but is not a risk to those who are younger, fit, and healthy. To the younger demographic, he says, Covid-19 is less of a threat than influenza.

Dr Yeadon highlights that despite this, governments around the world continue to order the masses to run away and hide in their homes, being forced into unnecessary lockdowns and having to submit to tyrannical restrictions.

At the end of the video, Dr Yeadon concludes by stating that he is sincere about his words and would not lie, as he is receiving "absolutely nothing except criticism and social isolation" from his peers.

"I'm warning you that governments around the world, and certainly yours locally, are lying to you in various ways that are easy for you to establish."

6 min video:

https://videopress.com/6776e0f9-9b10-4cac-ab88-1c202cb82e84

https://dailyexpose.co.uk/2021/07/27/dr-mike-yeadons-final-warning-to-humanity/

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The New American

TheNewAmerican.com

Thursday, July 14, 2022

FDA Authorizes Novavax Covid Shot to Increase Vax Rate, Biden Buys 3.2 Million Doses

written by Veronika Kyrylenko



Trying to convince some 100 million unvaccinated Americans to get a Covid shot, U.S. federal regulators have just authorized another Covid vaccine called Novavax. The reasoning behind the move is that if a person is hesitant to take gene-editing mRNA vaccines from Pfizer and Moderna or vector-based Johnson & Johnson, he or she would probably find a vaccine that uses moth cells to grow the most toxic part of the virus — spike protein — a "safer" option.

Commenting on the Emergency Use Authorization (EUA) for Novavax, FDA Commissioner Robert M. Califf said, "Today's authorization offers adults in the United States who have not yet received a COVID-19 vaccine another option that meets the FDA's rigorous standards for safety, effectiveness and manufacturing quality needed to support emergency use authorization."

Despite such claims, FDA-authorized Covid vaccines already in use are associated with more than 1.3 million adverse events and more than 29,000 deaths. Those numbers, apparently, are not significant, and the FDA's sister agency, the U.S. Centers for Disease Control and Prevention (CDC), does not even evaluate them. Moreover, the FDA has been sued to release all documents that it was supposed to review prior to granting full approval to Pfizer-BioNTech. The agency refused, saying it needed at least 75 years to release the documents it reviewed within nine months, although the judge gave the regulators until August 2022 to make them public. Analysis of the data presented to the FDA revealed that the shots are ineffective at preventing Covid and were clinically shown to cause a wide range of severe adverse reactions, including for pregnant women and their babies. Then, there are FDA documents explicitly showing more than 40,000 adverse reactions and 1,200 deaths linked to the Pfizer shot in just two and a half months of its being administered to the public. Yet the FDA finds nothing troubling about that.

Back to Novavax. How does it work?

According to the FDA,

> The Novavax COVID-19 Vaccine, Adjuvanted is administered as a two-dose primary series, three weeks apart. The vaccine contains the SARS-CoV-2 spike protein and Matrix-M adjuvant. Adjuvants are incorporated into some vaccines to enhance the immune response of the vaccinated individual. The spike protein in this vaccine is produced in insect cells; the Matrix M-adjuvant contains saponin extracts from the bark of the Soapbark tree that is native to Chile.

Novavax describes the steps in the creation of its investigational vaccines, including those for Covid.

An "investigational" medical product means that it is experimental and "is being studied to see if your disease or medical condition improves while taking it," according to the FDA.

The Washington Post produced an instructional video on how Novavax uses moth cells to create its coronavirus vaccine.

The narrator describes how researchers at Novavax "hijack the ovaries of the fall armyworm" and infect them with a genetically-modified baculovirus (a type of insect virus) to contain SARS-CoV-2 spike protein." Then, just like human cells, moths' cells produce spike proteins and then antigen proteins, so "the match is perfect," explained the president of research and development of Novavax, Gregory Glenn, in the video.

Speaking with *The New American* in July of 2021, Dr. Richard Fleming warned against using Novavax, arguing that the spike protein is an actual biological weapon.

Regarding the safety of the shot, it is linked to the increased risk of myocarditis (inflammation of the heart muscle), pericarditis (inflammation of the lining outside the heart), injection-site reactions (pain, redness, swelling, itching), general side effects (fatigue, joint pain, vomiting, muscle pain, etc.), and allergic reactions, according to the FDA. There are no long-term safety studies of the shots. Some of the participants were observed for just four months.

Regulators estimated that the new shot was 90.4-percent effective in preventing mild, moderate, or severe Covid. The figure was lower for those over the age of 65, standing at 78.6 percent. It is not clear how long this immunity lasts, or whether additional doses will be required to maintain this level of protection.

Additionally, unlike the mRNA-based competitor vaccines, Novavax is much more forgiving in terms of storage and does not require storage in subfreezing temperatures. It is also said to have a longer shelf life.

The shot comes in 10-dose vials, which suggests that it would be challenging to get a consistent quantity of the antigen and adjuvant across the 10 different draws from the vial.

The FDA's advisory panel on vaccines, the Vaccines and Related Biological Product Advisory Committee (VRBPAC), endorsed the use of Novavax on June 7.

There are still unanswered questions regarding the studies showing that the Matrix-X adjuvant is safe. It was mentioned during the discussion that there are studies ongoing in West Africa to estimate the safety, though they are not yet concluded. Gregory Glenn told NBC Chicago that each such adjuvant particle is "basically a soap bubble. It's made of stuff that you find in root beer." That may be, but is it safe to mix with moth-produced proteins and inject it into humans?

It also is not clear whether the shot produces sterilizing immunity (meaning, the recipient does not get infected with Covid), and whether it protects against omicron (it was not yet circulating during the clinicals and is not listed on the company's presentation slides).

When considering taking Novavax, one should be aware that there have been unexplained irregularities during the trials that are described here.

According to Novavax, even before the FDA formally authorized the short, the Biden administration had placed an order for 3.2 million doses of the new shot. However, it won't be available until the CDC's Advisory Committee on Immunization Practices (ACIP) approves it. Currently, the committee is scheduled to meet July 19.

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Autopsies confirm: Covid-19 vaccine causes fatal heart inflammation or "Sudden Adult Death Syndrome"

Thursday, December 08, 2022 by: Lance D Johnson

Tags: autopsy, badhealth, badmedicine, cardiac failure, cardiovascular system, death by vaccination, histopathology, inflammation, medical examination, medical violence, mRNA, myocarditis, nervous system, pericarditis, SADS, spike proteins, thrombotic thrombocytopenia, unexpected death, vaccine damage, Vaccine deaths, Vaccine injuries, vaccine injury, vaccine wars, vaccines

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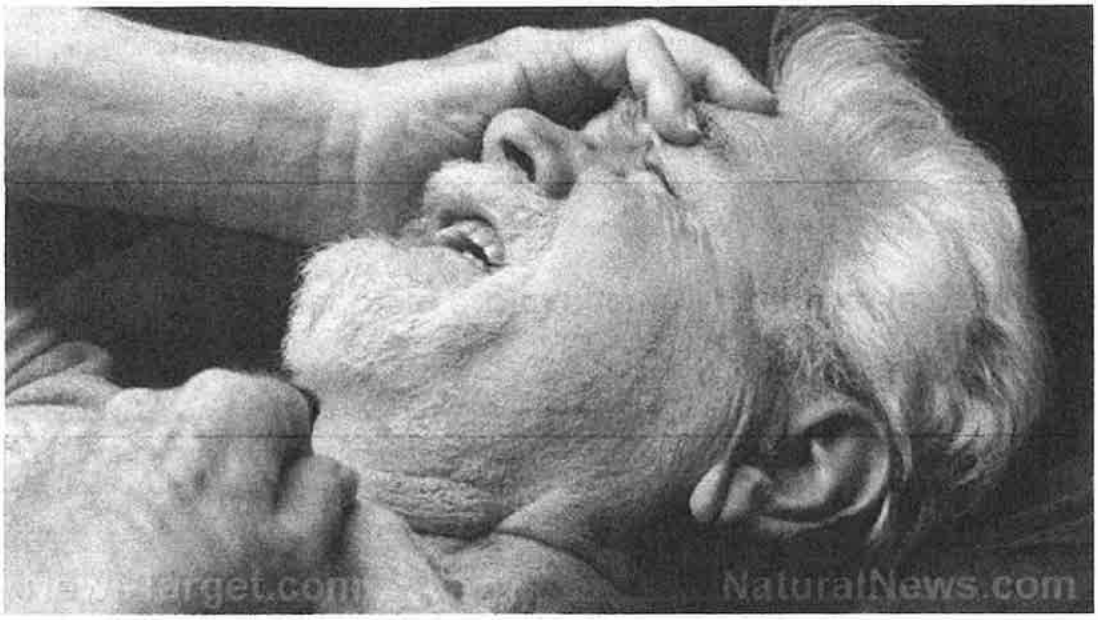

(Natural News) Previously healthy individuals are dying "suddenly and unexpectedly" after covid-19 vaccination. These individuals are of all ages, and many show no sign of pre-existing heart conditions. A new medical term– Sudden Adult Death Syndrome (SADS) was created to categorize these unexplained deaths. Vaccination is intended to protect individuals from infections and to prolong their life; however, vaccinated individuals are being hospitalized and diagnosed with new heart problems (myocarditis and pericarditis) and vaccine-induced thrombotic thrombocytopenia. Sometimes, these vaccine injuries go undetected. Sometimes they are mild, but other times, they are fatal in the first week after vaccination.

In a new case study, twenty-five individuals who died after covid-19 vaccination showed inflammation of the heart that coincided with the inflammation caused in the deltoid muscle, post vaccination.

Autopsies confirm covid jabs cause fatal inflammation of the heart muscle

Medical examiners from Germany conducted autopsies on thirty-five individuals who died within twenty days after taking a second dose of the covid-19 mRNA vaccine (Comirnaty & Spikevax). They concluded that ten of the fatalities were clearly not due to the vaccine, due to evidence of drug overdose. The majority of the fatalities (71%) presented vascular damage that is specific to vaccine injuries, including rapid heart failure, vascular aneurysm, pulmonary embolism, myocardial infarction, fatal stroke, and vaccine-induced thrombotic thrombocytopenia.

A closer examination of five of these cases showed new onset inflammation in the cardiovascular system and histopathologies directly in the heart muscle. These five individuals were diagnosed with lymphocytic (epi-)myocarditis and died suddenly in their homes in the first week after covid-19 mRNA vaccination. The medical examiners found patchy inflammation in the heart muscle that mirrored the same patchy inflammation that is induced in the deltoid muscles after covid-19 mRNA vaccination.



How to Neutralize Potential Damage from mRNA Vaccines

The Truth About Vaccines
By Ty Bollinger
February 8, 2021



With the current irrational push to vaccinate the planet against COVID-19, a virus that has a 99.9% recovery rate, we feel it is important to discuss practical ways to "detox" and "neutralize" damage that is being done by these **un**tested mRNA vaccines.

Interestingly, here in our home state of Tennessee, the COVID "mortality rate" has tripled, even though we lead the USA in vaccination rate (https://thetruthaboutvaccines.com/covid-mortality-vaccine/). *Makes you wonder, doesn't it? Logical thinkers would deduce that the* vaccine is responsible, sort of like when we see obesity rise in populations that eat lots of ice cream. But the irrational and illogical 'mainstream media' and 'medical mafia' will undoubtedly blame "anti-vaxxers" for the increase in deaths, which makes as much sense as blaming vegans for the increase in heart disease in people who eat hot dogs every day...

But let's not get distracted by the facts or by logic!!

Despite the $4.5 billion in damages awarded by the Vaccine Court since 1986 ...

Even though the Supreme Court described vaccines as "*unavoidably **unsafe***" in 2011 ...

Despite package inserts which prove that most vaccines contain known carcinogens and chemicals that cause neurological damage.

Genetics7.html) and can prevent the viral RNA from replicating.

Below are the **TOP FIVE** recommended substances to mitigate damage from mRNA vaccines (in no particular order).

1 | IODINE

An essential mineral, iodine is used by the thyroid gland to make thyroid hormones that control many functions in the body including growth and development, repairing damaged cells and supporting a healthy metabolism.

Because your body does not produce iodine, it needs to be supplied in the diet. Iodine can also be used to detoxify toxic compounds and strongly increases the mRNA decay rate.[2] (https://www.researchgate.net/publication/287722803_Influence_of_iodine_on_mRNA_expression_of_iodide_transporter_insulin_like_growth_factor_I_and_transforming_growth_factor_beta_in_thyroid_and_mammary_glands_of_lactating_rats),[3] (https://pubmed.ncbi.nlm.nih.gov/22001309/) Dietary iodine also controls its own absorption through regulation of the sodium/iodide (NIS) symporter,[4] (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3530113/),[5] (https://www.sciencedirect.com/science/article/pii/S0303720711005806) which protects the functions of the thyroid gland.[6] (https://pubmed.ncbi.nlm.nih.gov/22228198/)

2 | ZINC

Zinc enables the body to make proteins and DNA, contributes to wound healing, and plays a role in childhood growth and development. It also has antioxidant properties and plays an important role in cell-mediated immune function and modulates mRNA levels of cytokines.[7] (https://pubmed.ncbi.nlm.nih.gov/12812920/)

Zinc has been shown to regulate gene transcription in cancer cells, plus zinc globally down-regulates microRNA expression and key enzymes and proteins necessary for microRNA maturation and stability.[8] (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3711771/) Lastly, zinc-finger protein serrate is among the plant compounds that may silence mRNA.[9] (https://www.frontiersin.org/articles/10.3389/fpls.2019.00360/full#B45)

3 | QUERCETIN

Quercetin, a flavonoid with multiple proven health benefits to both man and animals, displays a plethora of biological activities.

oxidative damage, even helping you grow new mitochondria.[15] (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5349805/) PQQ is actually the **only** nutrient on earth known to be capable of generating new mitochondria.

PQQ is contained in fruits and vegetables and in human breast milk and is a plant growth factor and bacterial cofactor. Studies have shown that PQQ disodium salt (BioPQQ™) has positive effects on cognitive function and may have a protective effect on UVA irradiation-induced aging.[16 (https://pubmed.ncbi.nlm.nih.gov/16424117/),17 (https://www.spandidos-publications.com/10.3892/mmr.2015.3990)]

CONCLUSION

As pressure to be vaccinated for COVID mounts, it will be vital to discover methods to mitigate damage, especially for those who are required to be vaccinated due to employer requirements or other reasons.

In summary, the five substances discussed above are as follows, along with links to recommended sources:

1. Iodine (https://go.globalhealingcenter.com/c/435444/381642/5534?subId1=TTAC)
2. Zinc (http://go.globalhealingcenter.com/c/435444/791981/5534?subid1=TTAC)
3. Quercetin (http://go.globalhealingcenter.com/c/435444/899035/5534?subid1=TTAC)
4. Supercharged C60 (http://www.grafexsuperc60.com/)
5. PQQ

Also, **water only fasting** (for 1 week) has been shown to repair DNA damage and silence foreign mRNA. And taking **full spectrum hemp extract** is another excellent suggestion due to the positive effects on our endocannabinoid system, which regulate almost every internal function. We take this organic hemp extract (http://go.globalhealingcenter.com/c/435444/635539/5534?subid1=TTAC) every day!

Interestingly, Merck abandoned development of two COVID vaccines, saying that after extensive research it was concluded that the shots offered **less protection** than just contracting the virus itself and developing natural antibodies. On January 25th, they announced that the vaccines generated an 'inferior' immune system response in comparison

Doctors prove a Graphene like substance is being shed from the C-19 Vaccinated to the Unvaccinated, destroying Blood Cells & causing Strange Blood Clots

expose-news.com/2023/02/11/drs-graphene-shed-c19-vaccinated-to-unvaccinated

By The Exposé

February 11, 2023

In his latest set of slides of blood samples taken from both "vaccinated" and unvaccinated people, Dr. Philippe van Welbergen demonstrated that the graphene being injected into people is organising and growing into larger fibres and structures, gaining magnetic properties or an electrical charge and the fibres are showing indications of more complex structures with striations.

He also demonstrated that "shards" of graphene are being transmitted from "vaccinated" to vaccine-free or unvaccinated people destroying their red blood cells and causing blood clots in the unvaccinated.



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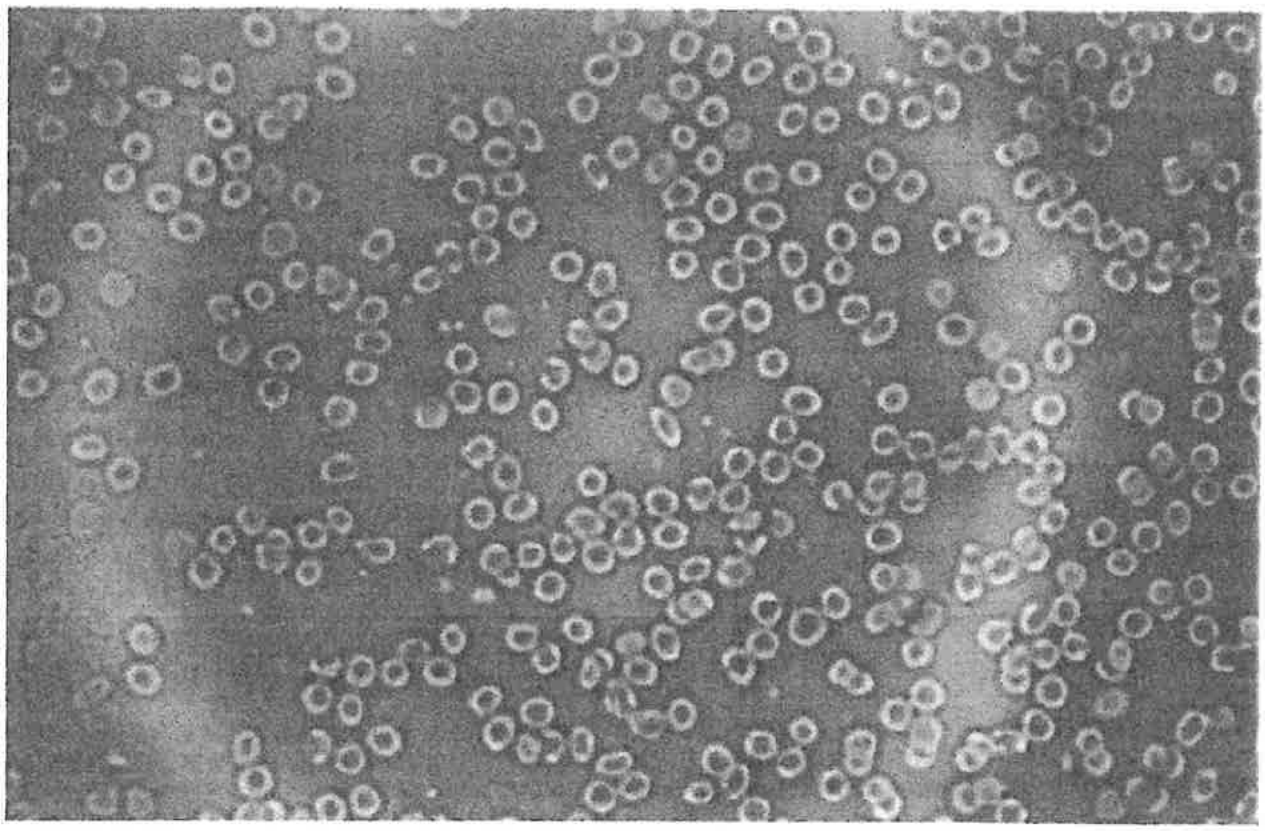
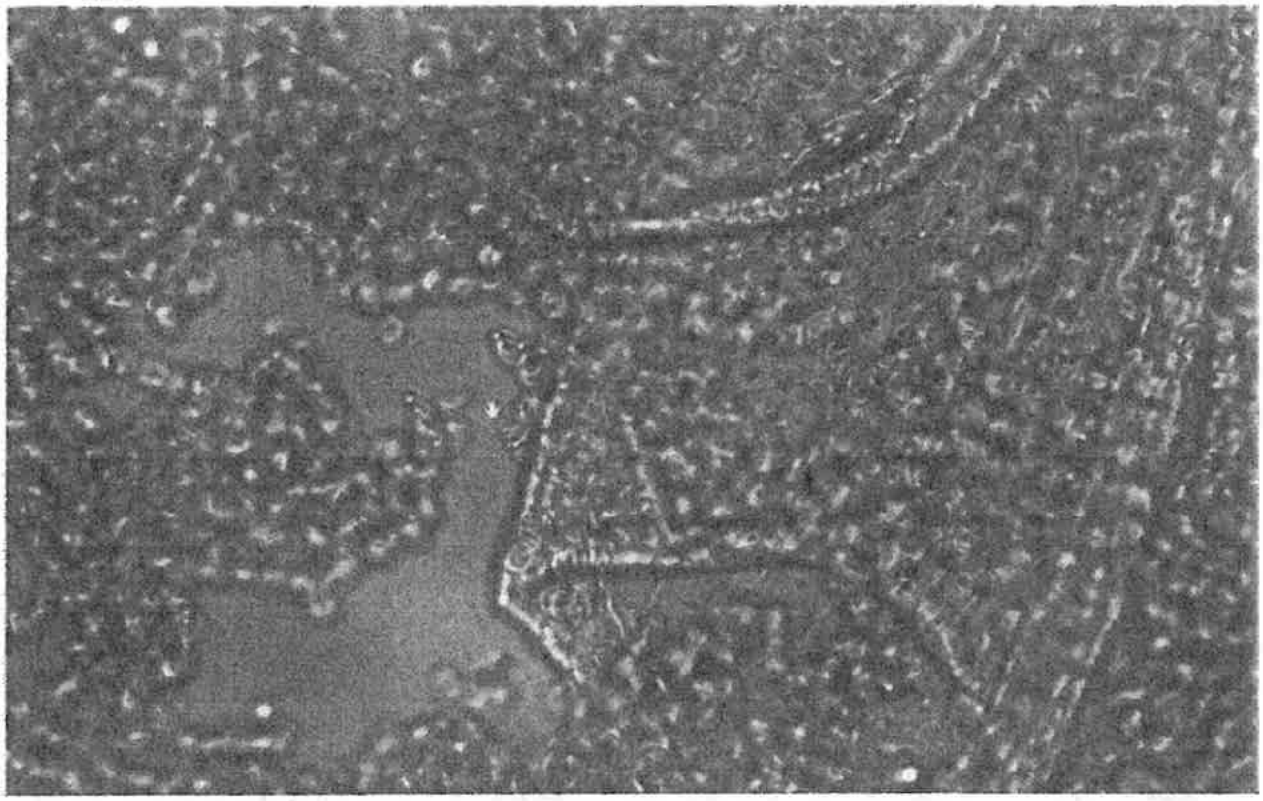
Dr. Philippe van Welbergen ("Dr. Philippe"), Medical Director of Biomedical Clinics, was one of the first to warn the public of the damage being caused to people's blood by Covid injections by releasing images last year of blood samples under the microscope.

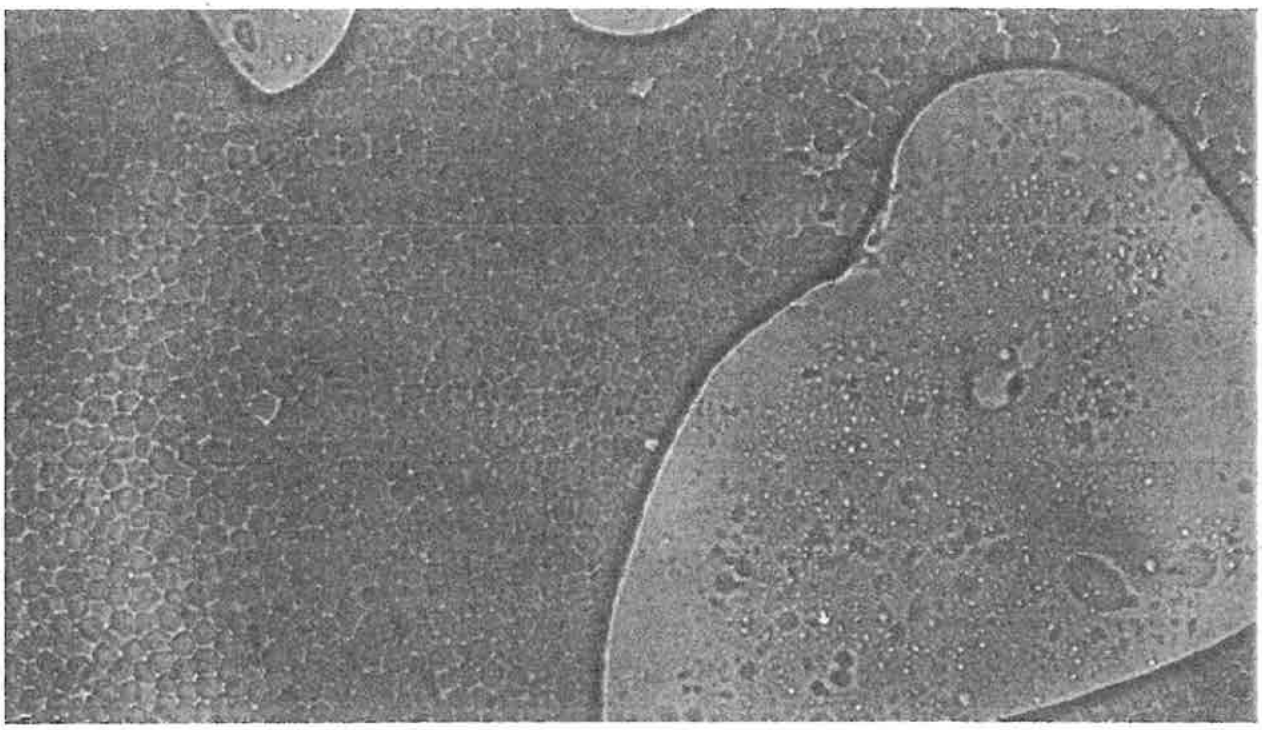
At the beginning of July 2021, Dr. Philippe, was interviewed on a South African community channel, *Loving Life TV*. He explained that when his patients started complaining about chronic fatigue, dizziness, memory issues, even sometimes paralysis and late onset of heavy



The next image is of a person who has been injected with the experimental Covid drug. The blood is coagulated, the misshapen red blood cells are clumped together. The cell encircled in the image is a healthy red blood cell, one of the few in the image, sitting alongside the graphene fibres. You can see the size of the graphene fibres in relation to the size of a red blood cell. Fibres of this size will block capillaries. You can also see the graphene fibres are hollow and contain red blood cells.



The image below is of a blood sample from a vaccine-free, or unvaccinated, three-year-old child. It shows pieces or "shards" of graphene that "are the result of shedding," in other words the graphene has been transmitted from "vaccinated" parents to their unvaccinated child.



Dr. Philippe's presentation is truly eye-opening and horrifying – a must-watch, especially for those who proclaim Covid injections are "safe" and are insisting people be injected. The Covid injections are weapons of genocide and how the people who have designed them are still walking free is incredible.

You can either watch the presentation below or on *Loving Life TV* HERE.

Loving Life TV: Dr Philippe (Part Two), The Blood Slides, 12 February 2022 (90 mins)

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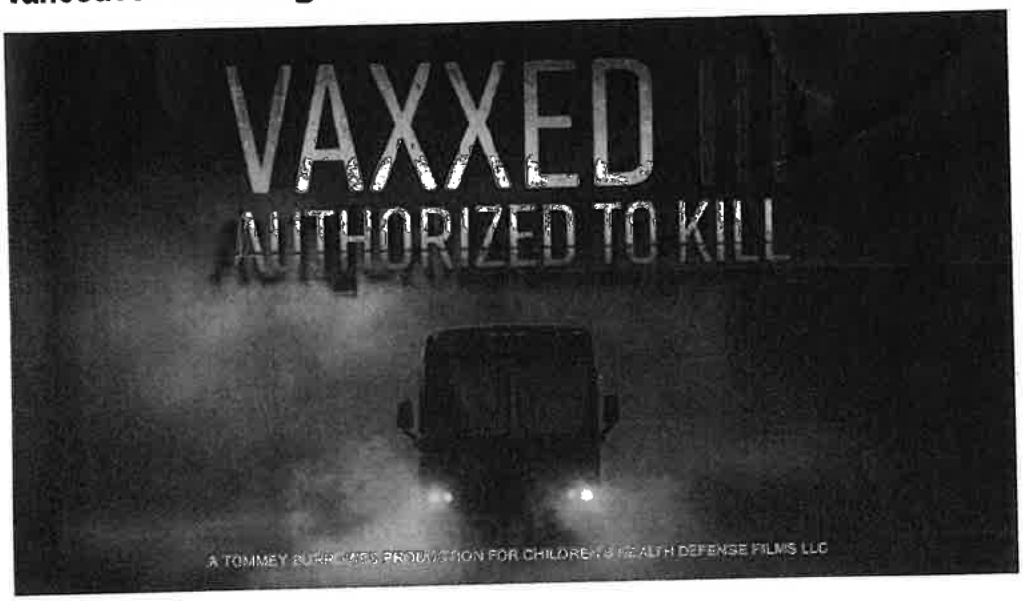
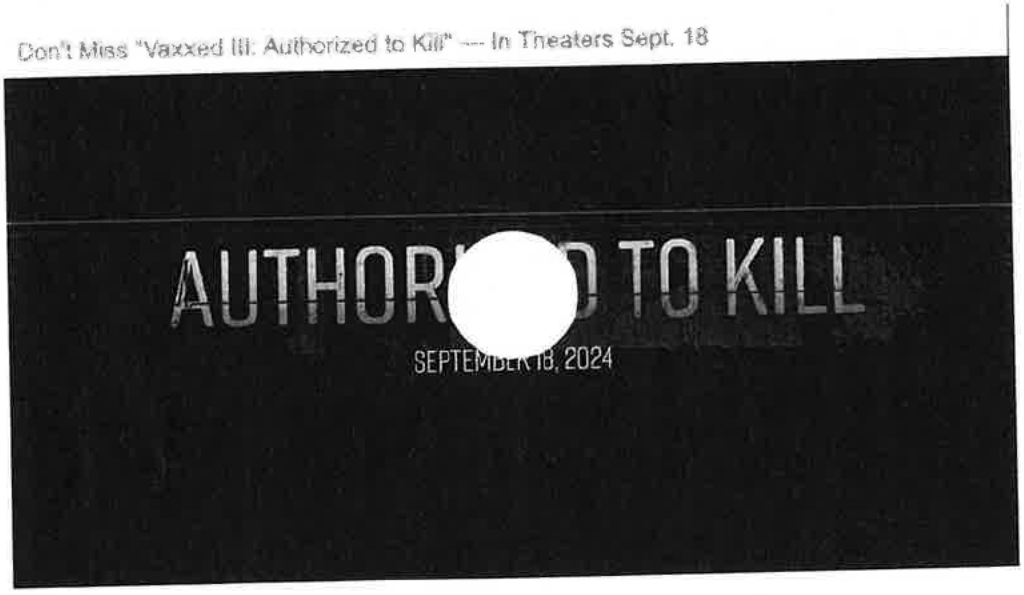
Vancouver screening scheduled of 'Vaxxed III: Authorized to Kill'







Vancouve...

Share

The Vancouver screening will be held Wednesday at Vancouver Mall 23, located at 8700 NE Vancouver Mall Dr, Vancouver

The Washington chapter of Children's Health Defense, in partnership with Informed Choice Washington, is hosting four screenings of the nationwide premier of Vaxxed III: Authorized to Kill.

Children's Health Defense (CHD) sent a bus on a nine-month journey across America, including three stops in Washington state, gathering first-hand testimonies from parents, teenagers, families, medical professionals, whistleblowers, lawyers, and people from all walks

I tried to get tickets, but I could not buy them. My friend tried, too. They are other theaters showing this movie in Tacoma and Clackamas, same day and time. I went to the mall theater and the manager said you have to buy the tickets online. I hope it is sold out and not censored from purchasing the tickets.
This movie will have a tribute to all that have died, been vaccine injured and given VAIDS. I asked Clark County to put a memorial down the hall on the 6th floor, to their chambers for all those who died and were vaccine injured. Last night I asked Battle Ground council to do the same. Clark County Health Board and Dr. Melnick PhD Health Official told people to take the jabs and boosters. There is lots of data on public record at Clark County on the jabs, patents, cures, blood clot pictures, exct... Ask Rebecca Messenger for a public record request for all data our health official board received. Our well-paid health official didn't tell the public all the facts that were presented.

https://www.cvtv.org/program/clark-county-board-health
Clark County Board of Health (06-26-24)
CLICK ON PUBLIC COMMENTS. It starts with Rob Reynolds, then me, Wynn Grcich. Carmen speaks, then Councilman Greg Medvigy around (52 minutes) says," There was No mandates in Clark County." **Everyone in this county needs to hear that.**

https://www.cvtv.org/program/clark-county-board-health
Clark County Board of Health (07-31-24)
Click on comments again. I am first. Kimberly and Carmen read from the Blaylock Wellness Report. "Medical Science Has Changed With Covid." That article is on public record. Fauci had no right to make protocols and tell the hospitals what to do.

Michele Belcot months ago got out of her seat and said into the speaker microphone, "There was NO MANDATES IN Clark County" But she didn't explain what that meant when the county was suggesting the jabs, 6 feet apart and locking everyone up!
I walked around the 6th floor of the county council and asked the staff if they took the covid vaccines? Many did NOT, because there were no mandates.!!!

We still have people wearing masks, which can cause permanent brain damage for lack of oxygen. Why hasn't this health board told the public the pandemic is over?

I would like to know since this was all a big lie and test for controlling the public: " Did the cities and county invest in the pharmaceutical companies, which made the vaccines?" Did they invest in this depopulation plan and help carry it out? Did they profit off of this not just in Covid money, but stock market investments? This would be a good public disclosure request.

Five states are suing the jab manufacturers. Jab manufactures can be sued because they lied about the jabs. These are killer jabs and now called gene therapy. I asked the county health board to have Washington, or our county sue, too. OSHA is being sued also. These covid jabs should be taken off the school children's jab list. If all 50 states sued the jab manufactures they would go out of business.

https://www.youtube.com › watch
Decentralized Medicine | Jack Kruse | Assembly 2023 | YouTube
All vaccines cause cancer. This is also about mind control.

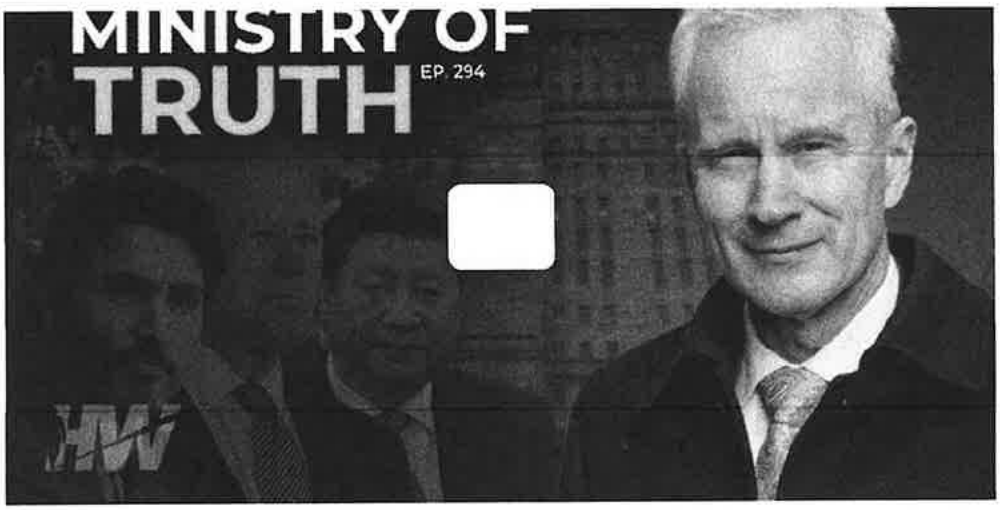
Learn The Risk.org

Bill Gates owned over 80% of Monsanto when RFK Jr. sued Monsanto for Round UP. Bayer bought Monsanto and Gates took his money and invested in Pfizer, for the WHO.
The glyphosate in Round Up causes people to be trans. Gates controls our food, Sterilized people, contaminated our water, sprayed us with dust in toxic chemtrails, and **he has changed the DNA of the human race.**
Did you give Gates and Fauci permission to change your DNA?

Only organic tampons and sanitary pads should be in schools, libraries and government buildings.

Look up Dr. Judy Mikovits Health Secrets on Telegram She is the expert On vaccines, cancer cures and HIV. I hope she gets Fauci's job.

Episode 294: MINISTRY OF TRUTH



They did everything at your risk

"We got creative — we couldn't wait for data, we had to do so much 'at risk,'" Jansen said.

There are those words again — doing everything "at risk."

In other words, the risks were not part of the equation, and let's be clear, the risk they're referring to is the risk a person takes when they take the shot.

Pfizer's primary focus was to create a shot that minimized the symptoms of infection, but aside from that, there was no time to assess side effects or long-term drawbacks of the technology, such as antibody-dependent enhancement, myocarditis or spontaneous abortions.

This is probably why Pfizer and the other COVID-19 jab makers all decided to eliminate the control groups long before the studies were even over. This way, side effects could be hidden, and we see the effects of that decision now.

Myocarditis, blood clots, lethal heart attacks, strokes, cancer and sudden death are all skyrocketing, but since there's no official control group to compare with, those trends are written off as either normal or coincidental.

You've probably seen that heart attacks are now blamed on everything from hot weather and cold showers to soil microbes in your garden, climate change and loud noises.

So, a more accurate statement would be that Pfizer did everything "at your risk." They risk nothing. They get paid whether the shots work or not, and they have zero liability for injuries and deaths, financial or otherwise. The person who takes on all the risk is the one who takes the shot. They could lose their health, their career, everything they own and their very life.

Jansen admits "the mRNA platform wasn't ready for prime time" when they decided to use it, and that there were stability and formulation issues, all of which were literally decided on the fly, often based on little or no data.

To her credit, Jansen stresses that this is "not a model for the future," because "it's not sustainable" to be working at warp speed all the time.

Unfortunately, those who are continuing this work apparently disagree, because warp-speed rollout with minimal or no testing is, in fact, the new norm already.

Warp speed is the new norm

We know warp speed is the new norm because of a decision made by the U.S. Food and Drug Administration (FDA) this past summer.

During its June 28 Vaccines and Related Biological Products Advisory Committee (VRBPAC) meeting, they approved a bivalent COVID-19 shot for fall.

With that vote, they sneaked in a whole new policy, a new framework, under which reformulated COVID-19 shots will be treated as biologically similar to existing shots and therefore be allowed to skip clinical trials.

During that meeting, they were originally scheduled to vote on the Future Framework policy question of whether reformulated shots should be treated as new molecular entities subject to formal review. They never addressed that policy question and instead skipped right to the vote on a bivalent COVID-19 shot for the fall.

EN

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12/05/22 • COVID › VIEWS

COVID Vaccines Were a Shot in the Dark and Mortality Statistics Prove It

Pfizer officials bragged about moving vaccine science forward at a speed that made it impossible to follow proper scientific protocols — then Pfizer and other COVID-19 vaccine makers hid side effects by eliminating the control groups long before the studies were over.

By Dr. Joseph Mercola

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Story at-a-glance:

- In recent months, two Pfizer officials have bragged about moving vaccine science forward at a speed that disallows proper scientific protocols from being followed, and the release of reformulated mRNA COVID-19 boosters without testing is now the norm.
- In November, the recently retired head of vaccine R&D at Pfizer, Kathrin Jansen, said "we flew the aeroplane while we were still building it. We couldn't wait for data, we had to do so much at risk." Pfizer compressed its vaccine development timeline from 10 years to a mere nine months by simultaneously developing and testing the product in human trials.
- Pfizer and other COVID-19 jab makers hid side effects by eliminating the control groups long before the studies were over.
- Vaccine makers are readying to release other mRNA shots, many of which are being fast-tracked and predicted to receive authorization in months rather than years. Moderna is working on a three-in-one shot for COVID-19, flu and RSV (respiratory syncytial virus), and they seem to expect releasing it before clinical trials are finished.
- Pfizer quoted and relied on data from Israel when it sought approval from the U.S. Food and Drug Administration, and as it turns out, the Israeli government hid information about side effects. It didn't even implement its surveillance system until a year after the shots rolled out, and when the data were analyzed, researchers concluded there were causative links between certain side effects and the jabs.

In the video below, Del Bigtree with The Highwire reviews how the precautionary principle and long-standing safety guidelines in medicine have been eliminated with the COVID-19 shots, and how data showing harms are being ignored, suppressed and manipulated to hide the truth.

In recent months, no less than two Pfizer officials have bragged about moving vaccine science forward at a speed that virtually guarantees that proper scientific protocols will be abandoned.

In early October, during a COVID-19 hearing in the European Parliament, Dutch member Rob Roos questioned Pfizer's president of international developed markets, Janine Small, about whether Pfizer had in fact tested and confirmed that their mRNA jab would prevent transmission prior to its rollout.

Small admitted that Pfizer never tested whether their jab would prevent transmission because they had to "move at the speed of science to understand what is happening in the market ... and we had to do everything at risk."

Then, in November, recently retired head of vaccine R&D at Pfizer, Kathrin Jansen, told an interviewer that "we flew the aeroplane while we were still building it."

As noted in that interview, Pfizer compressed its vaccine development timeline from 10 years to a mere nine months. Well, you cannot do that unless you cut certain corners and develop and test the product more or less simultaneously.

In this case, human trials began even though the preliminary testing was extremely minimal. That's what she's talking about when she says they built the plane in midair.

> "On the rare occasions when FDA formally warned researchers of findings that they had broken the law, the agency often neglected to ensure that fixes occurred ... Moreover, the agency frequently closed cases on the basis of unverified claims by those accused."

I recommend reading Piller's report in its entirety. It's a sobering read that raises all sorts of questions about drug safety.

If a drug trial is riddled with errors, omissions and outright fraud and falsification of documents and data — examples of which are given in Piller's report — and this research is then used to gain FDA approval, the chances of that drug being harmful can be considerable.

Clearly, oversight without follow-up and follow-through when problems are found is about as useful as no oversight at all.

Originally published on Mercola.
The views and opinions expressed in this article are those of the authors and do not necessarily reflect the views of Children's Health Defense.

SUGGEST A CORRECTION



Dr. Joseph Mercola
Dr. Joseph Mercola is the founder of Mercola.com.

Sign up for free news and updates from Robert F. Kennedy, Jr. and the Children's Health Defense. CHD is planning many strategies, including legal, in an effort to defend the health of our children and obtain justice for those already injured. Your support is essential to CHD's successful mission.

Republishing Guidelines

Sigal's colleague at the Cancer Moonshot Program, Dr. Doug Lowy, is a co-inventor of the HPV vaccine Gardasil, and Sigal's son, David Sigal, is married to New York State Sen. Brad Hoylman, who sponsored a bill to make Gardasil mandatory for all school children in New York.

Hoylman also supported a bill that would allow children as young as 9 to receive the HPV vaccine at school without the knowledge or consent of their parents. Gates, of course, is also a supporter of HPV vaccination and funds HPV vaccine research.

Lastly, Sigal is on the board of the Parker Institute, which is partnered with a company called Inovio. Inovio, which is funded by the Gates Foundation, is working on a COVID-19 vaccine.

When you start tracing relationships, it's amazing how often you find the Gates Foundation involved in matters relating to forced vaccinations and the destruction of legal protections.

FDA's lax oversight of clinical research

Sad to say, it's hard to find a government agency that hasn't been captured by private interests. I've written several articles detailing the corruption at the Centers for Disease Control and Prevention (CDC), for example, including "CDC Petitioned to Stop Lying About Pharma Funds," "How Conflicts of Interest Have Corrupted the CDC" and "Public Health Agency Sued for Coke Collusion."

The same can be said about the World Health Organization which, of course, is also funded by the Gates Foundation. In fact, when the U.S. withdrew its funding, Gates stepped in and became the largest funder — larger even than entire nations.

Without a doubt, the FDA can be added to the list of agencies that largely serves corporate masters, hidden as they may be behind nonprofit façades. A recent investigative report by Science Magazine highlights the agency's failures when it comes to overseeing clinical research, which is one of its many duties:

> "FDA documents obtained via Freedom of Information Act requests reveal it rarely sanctions or penalizes researchers or research companies even when grave problems — including fraud — are found."

Inspectors conduct routine visits to research trial sites and review trial records to make sure research parameters and safety protocols are followed. They also respond to complaints by whistleblowers.

However, FDA documents obtained via Freedom of Information Act requests reveal it rarely sanctions or penalizes researchers or research companies even when grave problems — including fraud — are found. What's more, there's a marked trend toward less and less adequate oversight.

Case in point: Aspen Clinical Research, run by Dr. Michael Harris, has on numerous occasions over the past decade been cited for "egregious errors" in its clinical trials, yet the FDA never followed through on its threats to fine, prosecute or disqualify Harris from conducting clinical research in the U.S. According to the report, written by Charles Piller:

> "FDA found there were serious lapses in obtaining informed consent from trial volunteers, unqualified staff made medical assessments, and Harris failed to properly report abnormal lab test results.
>
> "He also did not disclose that trial participants were taking opioid, antidepressant, or antipsychotic drugs — which could have skewed results or posed safety concerns.
>
> "The agency said Aspen's records were disorganized, contradictory, and sometimes backdated in a way that 'begs the question of the authenticity and veracity of data collected.'
>
> "Those 'serious, ongoing deviations' might constitute 'fraud, scientific misconduct,' and 'significant human subject protection violations,' according to FDA documents ...
>
> "Repeat problems and a raft of new ones emerged during inspections in 2014, 2015, and 2019. Each time, in responses to FDA, Harris admitted some transgressions, strenuously disputed others, and promised to improve.
>
> "Through all that, FDA never formally sanctioned Harris or pursued other penalties. The agency never made public the alleged offenses or told trial participants they might have been put at risk. Nor did it tell companies sponsoring some of the trials that their data might have been compromised. ...
>
> "Meanwhile, pharmaceutical and medical device companies continued to contract with Aspen. Since 2011, they have paid the firm millions of dollars for work on at least 65 trials, and Aspen is now recruiting people for nine new trials on Alzheimer's disease, autism, depression, and other serious disorders."

According to Piller, this isn't a rare case. After reviewing some 1,600 FDA inspection and enforcement documents, Piller's conclusion is that the "FDA's enforcement of clinical research regulations is often light-handed, slow-moving, and secretive."

Piller writes:

> "Clear corrections of inspector-reported dangerous or unlawful clinical trial practices were the exception, even amid signs that trial participants were harmed and that data underpinning evidence-based medicine were corrupted.

> "The Food and Drug Administration's most recent steps toward modernizing the drug approval process have renewed some old questions about the FDA's relationship with the industries it regulates.
>
> "Several public advocacy groups affiliated with physicians and researchers have voiced their concern over the appointment of certain members to a newly formed agency board. The groups have warned that some members may have conflicts of interest due to past or current roles as board members of pharmaceutical and biotechnology firms. ...
>
> "The [Reagan-Udall] foundation's board of directors, appointed by the FDA commissioner, will be largely responsible for establishing by-laws, selecting an executive director to oversee day-to-day operations, and reporting to Congress on foundation activities and operations.
>
> "The federal statute stipulates that of the 14 members named to the board, four members should come from industry, three from academia, two from consumer or patient advocacy organizations, and one from the health provider community. The remaining four spots are open to anyone with relevant expertise.
>
> "The FDA has already chosen the members and is organizing the Reagan–Udall Foundation. However, some advocacy groups are concerned that several nonindustry members have strong ties to pharmaceutical and biotechnology companies, including one who is currently under investigation by the Senate Finance Committee.
>
> "Tadataka 'Tachi' Yamada, M.D., currently heads the Bill and Melinda Gates Foundation's global health program but until 2006 worked as head of research for the pharmaceutical company GlaxoSmithKline.
>
> "Senate investigators have uncovered evidence suggesting that, during his tenure with the company, he may have been involved in an effort to intimidate a scientist who was raising questions about the heart risks associated with the company's blockbuster diabetes drug rosiglitazone maleate (Avandia)."

While the Reagan-Udall Foundation is the nonprofit arm of the FDA, the agency does not have the authority to set conflict-of-interest policies for the foundation. This, of course, leaves the door wide open for conflicts of interest and allows the foundation to become a hidden back door of sorts, for corporate influence.

Industry dictates level of evidence FDA should use

A more recent article, published in 2017 in The BMJ, points out that when the Reagan-Udall Foundation is using "big data" assess drug risks and device complications, they're using "levels of evidence recommended by industry."

The potential for manipulation should be obvious. The article, written by BMJ associate editor Jeanne Lenzer, reads, in part:

> "Big data can be used cautiously to examine real world outcomes and to improve surveillance of drug safety. ...
>
> "However, big data are a noisy mess, and analyses by entities with profit motives may identify spurious associations that support fast track approvals and indication creep (broadening the indications for drugs and devices).
>
> "The Reagan-Udall Foundation curates real world evidence or 'big data' derived from routinely collected health data from insurance claims, electronic health records, voluntary registries, and social media.
>
> "The U.S. drug and device regulator, the Food and Drug Administration, says that such data can speed up research, 'saving time and money' for 'therapeutic development, outcomes research [and] safety surveillance.'
>
> "In January [2013], Robert Califf, then FDA commissioner, announced the launch of Innovation in Medical Evidence Development and Surveillance (IMEDS), a foundation project that he said would collect and analyze big data to identify 'important safety issues.'
>
> "However, critics of the move say that big data are poor for identifying adverse events ...
>
> "Financial conflicts of interest, they worry, could influence the way big data are used, including exploitation of the weaknesses inherent in observational data to win FDA approval for new uses of drugs and devices and to exonerate drugs of previously detected harms. There is evidence and precedent to support both concerns."

Lenzer also points out that the foundation's board of directors still has financial ties to the drug and device makers that the FDA is supposed to regulate.

She notes that while no more than four of the 14-member board should be representatives of FDA-regulated industries, in 2017, nine of the then 13-member board had financial ties to industry at the time of their appointment.

The ties that bind

To give just one example of how conflicts of interest can have real-world implications, take the case of Ellen V. Sigal, Ph.D. Sigal chairs the Reagan-Udall Foundation's board of directors.

She's also vice president of the Cancer Moonshot program, and it too is funded by the Gates Foundation.

REAGAN-UDALL FOUNDATION FOR THE FOOD AND DRUG ADMINISTRATION 2014 tax return p. 17 26-3727917

Schedule A **Identification of Excess Contributions Included on Part II, Line 5** **2013**

** Do Not File **
*** Not Open to Public Inspection ***

Contributor's Name	Total Contributions	Excess Contributions
BILL AND MELINDA GATES FOUNDATION	977,165.	849,905.
ASTRAZENECA	350,000.	222,740.
BIDOGEN IDEC	312,810.	185,550.
ELI LILLY	400,000.	272,740.
GLAXO SMITH KLINE	350,000.	222,740.
JOHNSON & JOHNSON	350,000.	222,740.
MERCK	350,000.	222,740.
NOVARTIS	350,000.	222,740.
PFIZER	350,000.	222,740.
Total Excess Contributions to Schedule A, Part II, Line 5		2,644,635.

Board members with ties to industry

In addition to all of this financial clout, food, drug and medical device makers also have the ability to exert influence over the FDA via the members of the foundation board, and this was a concern right from the get-go.

As reported in the 2008 Journal of the National Cancer Institute article, members of the then-newly created Reagan-Udall Foundation executive board had troubling ties to industry — and to the Gates Foundation, which years later (see above) ended up being a top financial donor.

The article, written by Joel B. Finkelstein, reads, in part:

In questioning the effectiveness — and need — for the "boosters," Nass referred to a Nov. 18 New York Times report on the "surge" in respiratory illnesses across the U.S., which stated:

> "The newer variants, called BQ.1 and BQ.1.1, are spreading quickly, and boosters seem to do little to prevent infections with these viruses, as they are excellent evaders of immunity."

Addressing the increase in non-COVID-19 respiratory illnesses, Perro said this was set into motion with the introduction of the COVID-19 vaccines.

She told The Defender:

> "Forcing a vaccine schedule with experimental genetic therapeutics for organisms that have morphed since their introduction begs the question as to what is the root cause motivation — whether it be monetary or other. Every illness and its subsequent therapy requires a risk-benefit ratio when evaluating children. In terms of COVID-19, we are giving an already outdated vaccine which has not been studied for a potential disease which has nearly zero risk in kids.
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> "The harm to children from this experimental gene-immunomodulating therapy has been demonstrated by our own CDC, documenting severe illness and death in children who have received this unnecessary vaccine. Placing this series on the vaccination schedule for children gives Pharma an indemnity pass.
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> "While government agencies are touting viral strains on communities from other pathogens (i.e., RSV and influenza), it should be emphasized that this viral tsunami has been triggered by the introduction of the COVID-19 vaccine which has *disarmed and* disabled people's innate immunity to fight off these other pathogens."

Nass said the continued expansion of the federal COVID-19 state of emergency allows the administration of EUA vaccines to continue.

"It is only by continuing to declare a pandemic emergency that these exceedingly dangerous, unlicensed EUA vaccines could be used," she said. "If the government was honest and admitted the emergency was over, by law no EUA vaccines could be given to anyone."

Instead, Nass added, the vaccines are illegally mandated, in many cases to attend college, "even though college-age males are at the highest risk of myocarditis and at extremely low risk of a serious case of COVID."

"Our public health establishment, under the leadership of Tony Fauci, Robert Califf and Rochelle Walensky has become a criminal enterprise," Nass said.

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Michael Nevradakis, Ph.D.

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'Obsolete, Misguided': Critics Call Out Pfizer's Plan for Bivalent Booster for Kids Under 5

Pfizer and BioNTech said Monday they are seeking Emergency Use Authorization for an updated COVID-19 bivalent booster vaccine for children ages 6 months to 4 years old, but critics said the vaccines are obsolete and too risky.

By Michael Nevradakis, Ph.D.

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Pfizer on Monday said if the bivalent booster receives EUA, children in this age group will receive two doses of the original COVID-19 vaccine, followed by a dose of the "updated" vaccine targeting Omicron subvariants BA.4 and BA.5.

Previously, children under age 5 could receive a three-dose series of the original COVID-19 vaccine. However, since the shots received EUA in June, only 2% of children under 2 and about 4% of 2- to 4-year-olds have received their primary doses, according to the Centers for Disease Control and Prevention (CDC).

The bivalent vaccine is currently authorized as a "booster" dose in the U.S. and the EU, for children 5 and older.

Bivalent boosters are 'obsolete,' come with 'very concerning side effects'

Drs. Peter McCullough, Meryl Nass and Michelle Perro were critical of Pfizer and BioNTech's bid to receive EUA for the bivalent booster for young children.

Nass told The Defender:

> "There was never anything to recommend the bivalent boosters before they were given an EUA for adults on August 31.
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> "It is unconscionable, given what we know about the poor performance of the existing vaccines and their very concerning side effects, that FDA [U.S. Food and Drug Administration] and CDC went along with the new 'boosters' without a single human trial — and now the manufacturers want to give these untested vaccines to children as young as 6 months of age."

Without human trials for the "boosters," said Nass, an internist with special interests in vaccine-induced illnesses, it was "guaranteed that no one would know what their safety issues were — making the whole process of informed consent, which is legally needed for unlicensed vaccines — a charade."

Perro, a pediatrician, pointed out that by continuing to administer the original COVID-19 vaccines to children, children are receiving a vaccine "for a virus that is no longer in circulation."

Perro told The Defender, "There are key factors to take into consideration as to why the FDA authorization for the Omicron 'retooled' vaccine would be not only misguided, but malignant for children."

She added:

> "If the authorization is approved, children in the 6-month to 4-year-old age group would receive two doses of the primary series of the original Delta-variant-derived Pfizer-BioNTech vaccine.
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> "Any pediatric clinical provider would know that the original vaccine is no longer of any use since the variant has undergone innumerable variations since its emergence. There are now hundreds of new variant lineages, varying in pathogenicity as well as location, with the present variants now being designated informally as 'Coldvid' due to their relatively benign nature.
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> "The point is the original vaccine was made for a virus that is no longer in circulation. Following up with the Omicron-adapted bivalent vaccine is equally nonsensical for the same reasoning."

Similarly, McCullough, a cardiologist, questioned the bivalent booster for the youngest age group, telling The Defender that they are "obsolete" and "dead on arrival":

> "The bivalent booster failed to stop Omicron BA.4/BA.5 in animals, but because it was pre-purchased, HHS [U.S. Department of Health and Human Services] decided to use the vaccine and its surrogate antibody rise, irrespective of its failed efficacy or lack of demonstrated safety since there were no human trials.
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In questioning the effectiveness — and need — for the "boosters," Nass referred to a Nov. 18 New York Times report on the "surge" in respiratory illnesses across the U.S., which stated:

> "The newer variants, called BQ.1 and BQ.1.1, are spreading quickly, and boosters seem to do little to prevent infections with these viruses, as they are excellent evaders of immunity."

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5 Takeaways From Fauci's Deposition in Social Media Censorship Lawsuit

The 446-page transcript, released Monday, of Dr. Anthony Fauci's deposition in a lawsuit alleging he and other Biden administration officials colluded with tech companies to censor social media content raises questions about Fauci's involvement in orchestrating an official, government-sanctioned COVID-19 narrative.

By The Epoch Times

Miss a day, miss a lot. *Subscribe to The Defender's Top News of the Day.* ***It's free.***

By Zachary Stieber

Dr. Anthony Fauci's deposition, taken as part of a lawsuit alleging collusion between the U.S. government and Big Tech to censor people, was released on Dec. 5.

The 446-page document shows the questioning of Fauci, the longtime director of the National Institute of Allergy and Infectious Diseases and President Joe Biden's chief medical adviser. Fauci was under oath on Nov. 23.

Here are some takeaways:

Fauci relied on others to dismiss lab leak theory

Fauci said he did not have the expertise to determine whether COVID-19 came from nature or a laboratory, despite repeatedly dismissing the theory that it originated in a Chinese lab.

"I am not qualified since I am not an evolutionary virologist to make any kind of definitive determination about whether a genome could or could not be a laboratory construct or experimentally manipulative," Fauci said at one point.

"I have relied, as anyone would, with highly qualified, respected evolutionary virologists to come to that conclusion or not."

Portions of the deposition dealt with a paper released in early 2020 as a preprint and later published following peer review by Nature Medicine.

Kristian Andersen and other scientists claimed that they analyzed genomic data and that "our analyses clearly show that SARS-CoV-2 is not a laboratory construct or a purposefully manipulated virus."

Fauci held a secret phone call with all of the authors of the paper just weeks before it was published — some of the authors before the call expressed in since-released emails that they thought the virus did not come from nature — and has since acknowledged receiving multiple drafts of the document prior to its publication.

Kristian Andersen, the lead author, told Fauci at one point, "Thank you again for your advice and leadership."

Fauci said in the deposition that he had "very little" to do with the paper and that he did not recall making any "substantive comments" to the authors regarding the paper.

Confronted about press conference

Despite having communicated repeatedly with the authors, Fauci said he couldn't recall their names during a White House press conference in April 2020.

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consistent with a jump of a species from an animal to a human," Fauci said at the time, at the prompting of then-President Donald Trump.

"So the paper will be available. I don't have the authors right now, but we can make that available to you," he added.

Fauci said he did not make the paper available to any reporters after the press conference but was then presented with an email showing that he did.

"I don't recall it," Fauci said, after reading the email.

Says he didn't advocate for censorship

Shortly after Fauci's comments, Big Tech companies began censoring people who suggested COVID-19 came from a lab, including an Epoch Times reporter.

Facebook and other Big Tech firms also later cracked down on the Great Barrington Declaration, a document offering an alternative way to approach the pandemic, after Fauci and Dr. Francis Collins, the head of the National Institutes of Health (NIH) at the time, spoke out against it.

Internal emails showed Fauci and Collins conspiring to rebut the declaration. The NIH has directed people questioning the opposition to Wikipedia.

Fauci noted that he does not have social media accounts and insisted that he did not call for censorship.

"No, I have not," Fauci said when asked whether he'd asked a social media company to remove misinformation. He also said that, to his knowledge, none of his staffers had.

According to emails produced in the case, the government communicated with Big Tech concerning the removal of multiple accounts they said were pretending to be Fauci.

Twitter removed an account and company officials said it would "freeze" similar handles to try to prevent impersonation, while Facebook removed accounts on both Facebook and Instagram.

"I was not aware that they were flagging many accounts, but from looking at this, they are trying to get rid of fake accounts because fake accounts are bad things, I believe," Fauci said.

"To my knowledge, they don't get involved in trying to influence social media in any way. But when someone impersonates me, I think it's totally appropriate for them to be concerned about that."

Fauci was later shown an email that showed National Institute of Allergy and Infectious Diseases officials were trying to connect to Google "on vaccine communications, specifically misinformation," and that a meeting was planned. He said he wasn't sure whether the meeting ever took place.

Concerned about misinformation

Fauci said that he was concerned about misinformation and disinformation, and believed that such information could lead to the loss of life.

"I think in any situation where egregious misinformation such as some of the ones I referred to before, such as information that would discourage people from getting vaccinated, that in my mind, would be a way that life that could otherwise have been saved would be lost, if people were persuaded not to pursue a life-saving intervention," Fauci said.

Asked if he thinks steps should be taken to curb misinformation and disinformation, he demurred.

"That's not my area. I'm very well aware of the concept of freedom of speech. The area of the curtailment of that is something that is not in my area of expertise. Those are legal and other things. And I really don't have any opinion on that," he said.

Fauci said he favors open debate and, generally, the best way to combat misleading and false information is to "flood the system with correct information."

But he also said: "I think honest debate is important, but when it goes beyond debate and leads people who are unwitting about these things to do things that are clearly detrimental to their life and their safety, I find that disturbing. How you mitigate against that, I would leave to other people."

Daughter worked for Twitter

Fauci has been in touch with Facebook founder Mark Zuckerberg and appeared several times in Facebook Live videos with Zuckerberg.

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"Like, do you have acquaintances, people that you know, who work at social media platforms?" John Sauer, Missouri's solicitor general, asked Fauci.

"Well, a person who used to work as a software engineer for Twitter was my daughter," Fauci said.

Fauci said he never discussed with his daughter the content posted on social media or the origins of COVID-19.

Fauci said his daughter stopped working at Twitter over a year ago and that he does not know anyone else who works at a social media platform.

Originally published by The Epoch Times.

Zachary Stieber is a senior reporter for The Epoch Times based in Maryland. He covers U.S. and world news.

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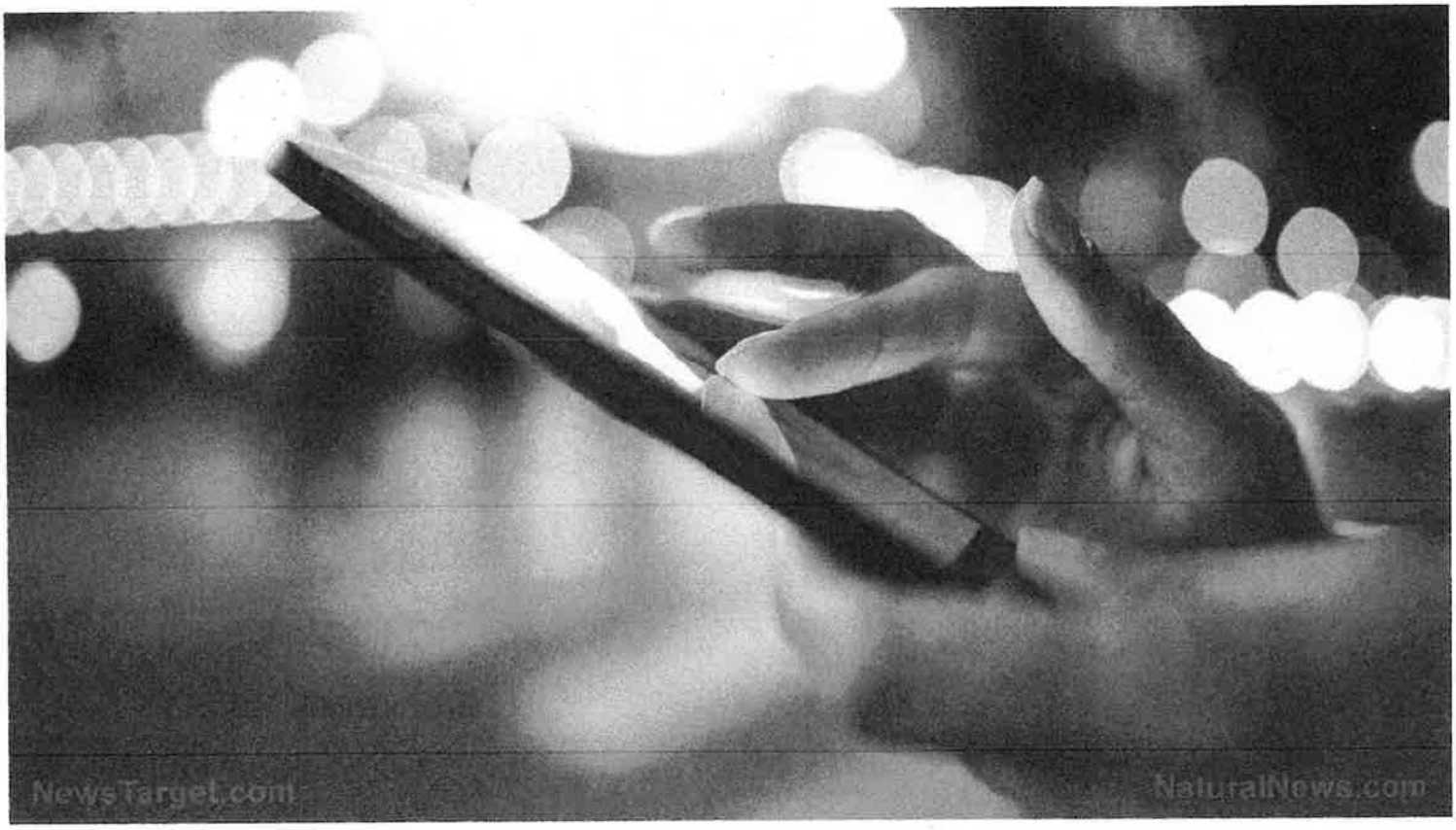
Mobile phones and 5G networks are accelerating the mass dumbing down of humanity... and it's all by design

Wednesday, July 31, 2019 by: Mike Adams
Tags: 5g, authoritarian, badhealth, control, dumbing down, Glitch, mind control, mobile devices, Orwellian, speech police, technology, thought control, thought police, Tyranny



(Natural News) The mass dumbing down of humanity is being deliberately accelerated, and mobile computing devices are one of the primary causes. Instead of people retaining knowledge in their own consciousness, everybody becomes a "vessel" to be controlled by **remote information** that's fed into their brains by mobile devices.

Those mobile devices, in turn, are controlled by the internet gatekeepers like Google and Wikipedia, all of which are actively invested in destroying human knowledge and controlling "official" narratives to keep the public illiterate. Google is a massive criminal enterprise that now works with communist China to undermine the United States of America by carrying out acts of pure treason.

The mass dumbing down is further accelerated by 5G radiation exposure which causes brain tumors and neurological stress. In effect, the telecommunications infrastructure "frazzles" the brain, which helps explain why so many of the deranged, hallucinating Leftists are found in high population density cities where 5G has already been rolled out.

On top of all that, the masses are being lobotomized with mercury in flu shots (yes, there's still mercury in vaccines), aluminum in foods, and toxic TV programming that assaults the mind with fake news like "the Russians stole the election" or "carbon dioxide is bad for plants."

The capacity to remember is being "zapped" away, so that no one can remember what happened just a few months ago

Where individuals were once intelligent, self-reliant and had functioning memories and logical thinking, the masses are now stupid, entirely dependent and have no memories whatsoever. The average American can't even remember the news headlines from six months ago, which is why the corporate-controlled media can **flip the narrative every few months** and no one seems to notice. For example, remember when CNN and the Democrats all claimed that illegals crossing the border was a "fabricated crisis" invented by Trump? A few months later, they flipped the script and claimed it was a huge crisis and that "children are being held in concentration camps at the border." So which is it?



***Discover how to prevent and reverse heart disease (and other cardio related events) with this free ebook**: Written by popular Natural News writer Vicki Batt, this book includes everything you need to know about preventing heart disease, reversing hypertension, and nurturing your cardiac health without medication. Learn More.*

Remember when Barack Obama, in 2016, claimed it would be impossible for a foreign power to influence U.S. elections because our election process was so decentralized? He said that when everybody was sure Hillary Clinton would win. After she lost, the media flipped the script and now absurdly claimed the Russians somehow *altered votes in all 50 states* when there isn't a single shred of evidence to support such a bizarre notion. Had Hillary won, the media would have called any hint of "election meddling" a baseless conspiracy theory.

The mass dumbing down is deliberate... and dangerous. In fact, it's how globalists control populations. **Intelligent citizens are the enemy of authoritarian regimes**. The people can never be allowed to think for themselves, or they might realize that the government is largely a fraud that's run by pedophiles, murderers and crooks. (Read MindControl.news for more articles on this very point.)

Watch my 5-minute video report to hear the rest of this story. It's available exclusively on Brighteon.com, since YouTube, Facebook and Twitter have all banned any information that would encourage people to think for themselves:

Brighteon.com/6057415411001



Physiological and Psychological Effects of Wearing Face Mask and Their Potential Health

https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7680614/

Physiological Effects: Hypoxemia, hypercapnia, shortness of breath, increase lactate concentration, decline in pH levels, Acidosis, goxicity, inflammation, self-contamination, increase in stress hormones level (adrenaline, noradrenaline and cortisol), increased muscle tension, immunosuppression

Psychological Effect: Activation of "fight or flight" stress response, chronic stress condition, fear, mood disturbances, insomnia, fatigue, compromised cognitive performance

Health Consequences: Increased predisposition for viral and infection illnesses, headaches, anxiety, depression, hypertension, cardiovascular disease, Cancer, diabetes, Alzheimer Disease, exacerbation of existing conditions and diseases, accelerated aging process, health deterioration, premature mortality

The normal breathing process is when you inhale, you are breathing in oxygen. When you exhale, you are breathing out carbon dioxide/CO^2. With prolonged use of masks, you are disrupting the normal airway, breathing process, and inhaling excessive carbon dioxide/CO2 instead of oxygen. Serious Concerns Over Mask and Carbon Dioxide Levels Health Freedom—Idaho July 3, 2020

Shocking Discovery CO^2 Behind the Mask after 90 seconds...



A simple experiment using a Carbon Dioxide Detector to measure CO^2 Carbon Dioxide behind the mask. Measuring the PPM Parts Per Million. The meter started at 1535 ppm and after 90 seconds reached 9521 ppm. **MIOSHA standards:** It is unsafe to be exposed to more than 5,000 ppm for 8 hours a day 40 hours a week. CO^2 is defined as an asphyxiant toxin per MIOSHA considered a toxin the air.



Carbon dioxide levels and potential health problems are indicated below:

- 250-350 ppm: background (normal) outdoor air level.
- 350-1,000 ppm: typical level found in occupied spaces with good air exchange
- 1,000-2,000 ppm: level associated with complaints of drowsiness and poor air
- 2,000-5,000 ppm: level associated with headaches, sleepiness, and stagnant, stale, stuffy air; poor concentration, loss of attention, increased heart rate and slight nausea may also be present.

> 5,000 ppm: This indicates unusual air conditions were high levels of other gases also could be present. Toxicity or oxygen deprivation could occur. This is the permissible exposure limit for daily workplace exposures.

Masks do not prevent virus respiratory illness: Size Matters!

Viruses are 50 times smaller than bacteria and 1000 x smaller than a hair

Size of virus = 0.1 micrometer (Influenza and SARS-CoV-2)

Surgical Mask are not effective at blocking particles smaller than 100 micrometers

The Corona Virus is a 1,000 times smaller than the openings of a medical and non-medical mask

Sanford University—**Baruch Vainshelboim**

NEJM.ORG 4/1/2020

CLARK COUNTY TODAY.com

Study ties COVID booster to startling spike in excess deaths





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Clark County Today News

Researchers examine data from one of world's most vaccinated nations

Art Moore

WND News Center (https://www.wnd.com/2022/07/study-ties-covid-booster-startling-spike-excess-deaths/)

A study based on weekly government data in New Zealand – one of the world's most vaccinated nations – found that the age groups most likely to have had COVID booster shots had up to 10% more excess deaths.

Excess mortality is the number of deaths from all causes above what would be typically expected in one year.

Authored by John Gibson, an economics professor at the University of Waikato in Hamilton, New Zealand, the study found there were 16 excess deaths per 100,000 booster doses in the country, amounting to more than 400 excess deaths, reported the website The Expose (https://expose-news.com/2022/07/07/study-10-rise-in-excess-mortality-after-boosters/).

Gibson said that if extrapolated, it amounted to 300,000 excess deaths worldwide.

In his paper, "The Rollout of COVID-19 Booster Vaccines is Associated with Rising Excess Mortality in New Zealand," the economist said the bottom line from his study is that the risks of the COVID vaccines outweigh any benefits.

"The ratio of vaccine risk to benefits likely has swung more towards risk than during the original randomised trials, due to dose-dependent adverse events and to fixation of immune responses on a variant no longer circulating," he wrote.

The study found that the age groups "most likely to use boosters had 7-10 percentage point rises in excess mortality rates as boosters were rolled out while the age group that is mostly too young for boosters saw no rise in excess mortality."

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https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7680614/

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Sanford University—**Baruch Vainshelboim**

NEJM.ORG 4/1/2020

The Blaylock Wellness Report
Living a Long, Healthy Life
November 2010
Edited by Russell L. Blaylock, M.D.
Vol. 7, No. 11

Key Points

- Is there a link between aluminum exposure and dementia?
- Probe the dangers of vaccines and aluminum
- How widespread is aluminum exposure? Are you at risk?
- Fight aluminum's toxicity through nutrients

PLUS

- Combat HPV through nutrition
- Army suicide rates on the rise — but why?
- Atherosclerosis — why traditional medicines fail

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- Exercising after breast cancer treatments; vegetarians — get the right kind of protein; the dangers of sucralose

Aluminum: Poison Hiding In Plain Sight

When most people think about environmental hazards — if they think about them at all — they generally consider them other peoples' problem. After all, if you don't live near a smokestack or a chemical plant, your environment is safe, right?

In years past, I too considered all the excitement about environmental hazards caused by modern industrialization nothing but a lot of political posturing. All that changed 15 years ago when I saw a new patient whose central nervous system had been severely damaged.

My patient was a farmer, a man of strong principles, with a deep sense of morality and a rock-solid commitment to his Christian beliefs. He had been splashed with a pesticide while preparing to dust his crops. After the incident he took a thorough shower to remove the pesticide from his skin. Despite his efforts, a short time later he became ill and was taken to a doctor.

He was treated with a drug that reverses the chemical process of the pesticide, and he should have had a full recovery — but he didn't. His condition continued to deteriorate:

- Over time, the nerves in his arms and legs deteriorated
- His speech was affected
- He lost much of his coordination
- He had difficulty putting thoughts together

At first I was skeptical. I explained to him how the pesticide worked in bugs, and that there was no logical reason why he should still have all these symptoms. He asked if I would be willing to read some scientific studies he had collected concerning neurological damage in humans caused by that particular pesticide. I agreed and he handed me a tall stack of papers.

It had been a long day, and by the time I got home, I wanted to put my feet up and relax. But, my curiosity piqued, I picked up the stack of papers and began to read through them. Soon I was busy highlighting sections and scribbling copious notes on my legal pad. I couldn't believe how little I knew about the neurotoxicology of pesticides.

After that experience, I came down off my high horse and started my quest to understand the subject of neurotoxicology. In the ensuing 15 years, I have come to appreciate that we are living in a sea of toxins.

Read:
The Blaylock Wellness Report Sept. 2004 —
"Why Fluoride is Toxic" Jan 2008 "Is your Drinking Water fit to Drink?"

The Aluminum-Dementia Link

One of my main interests has become toxic metals in our environment, and how they produce a slow degeneration of our nervous system. One of those metals is aluminum, the third most common element on earth.

That aluminum is toxic to the brain has been known since 1911, yet it has been all but ignored until the last several decades. Until recently, scientists assumed that aluminum was poorly absorbed in the GI tract, and was therefore not a significant problem.

The reason aluminum even became an issue was that large amounts were being added to antacids.

Research shows that certain food components, such as citrate and malate (organic acids), can increase the absorption of aluminum as much as six times the normal rate.[1] This means that all citrus fruits, such as lemons, grapefruit, and oranges, dramatically increase the absorption of aluminum from the GI tract and increase its entry into the brain.

This is why I tell people not to put lemons in their tea — black tea (the type most people drink) has very high levels of aluminum, and the citrate from the lemon significantly increases absorption in the GI tract.

Aluminum absorption is much higher in people with Alzheimer's disease and Down syndrome.[2] Studies have found that injecting small doses of aluminum salts into the brain of animals can cause the neurons to degenerate and lead to some of the changes seen with Alzheimer's disease.[3]

It has been shown that adding aluminum to drinking water led to accumulations of the aluminum in the very same areas of the brain affected in Alzheimer's disease.

Eventually, someone put two and two together, and realized that aluminum was being added to drinking water systems in the United States.

The incidence of Alzheimer's dementia in areas with aluminum in public drinking water was compared to areas with aluminum-free water systems. And guess what? Many such studies found a significantly higher incidence of dementia in areas with public water systems with added aluminum.[4]

It was later pointed out that aluminum toxicity occurred in concentrations that were quite small, and that aluminum was accumulating in restricted areas of the brain, rather than the entire organ. Further studies using highly sensitive testing in these specific areas confirmed that people with Alzheimer's had significantly higher brain aluminum levels.

How Aluminum Affects the Brain

One way aluminum damages the brain is by dramatically increasing oxidative stress — that is, accumulation of free radicals and lipid peroxidation products in the brain. It is known that aluminum displaces iron from its normal carrier proteins, transferrin and ferritin. This causes free iron to accumulate in the blood and brain, leading to high levels of oxidative stress. It has also been shown that aluminum worsens the oxidative stress caused by copper in the brain.[5]

In addition, aluminum interferes with adenosine triphosphate-dependent enzymes (ATP-dependent) that carry out the critical function of energy transfer between brain cells. Aluminum interferes with a number of important enzymes and cell processes that are crucial to brain function.

You can read more about aluminum toxicity in the brain in my book Health and Nutritional Secrets That Can Save Your Life (www.blaylockwellnesscenter.com).

Aluminum in Tap Water

Still, the aluminum-dementia link seemed mainly academic until a particular incident.

During the 1980s, doctors in several hospitals noticed that some of their dialysis patients were developing unusual symptoms, including muscle spasms, hallucinations, and a rapid onset of dementia.[5] Several patients died before the mystery was solved.

Researchers later discovered that all of the affected patients had high levels of aluminum in their blood and brains.

The source for the aluminum was traced to the tap water being used for their dialysis. Aluminum is added to tap water at the treatment plant to remove particulate matter. But aluminum is removed from the body primarily by the kidneys, and since dialysis patients have no kidney function, the aluminum in their body was rising to toxic levels.

Since that incident, other cases of aluminum toxicity have appeared, with causes such as a long-term ingestion of aluminum-containing antacids in patients with poor kidney function and use of an aluminum composite plate in a brain operation. In each case, patients developed seizures, confusion, and dementia.

Examination of the brains of these aluminum-related casualties did not show the typical pathological findings of Alzheimer's disease, only widespread degeneration of selected areas of the brain. However, we must keep in mind that these were acute exposures — that is, they were exposed to high levels of aluminum over a short period of time.

Subsequent studies using prolonged exposure to lower doses of aluminum (mimicking what people are normally exposed to in society) did show changes similar to Alzheimer's disease, and some resembled another neurodegenerative condition: Lou Gehrig's disease (ALS).

Likewise, researchers have shown that even trace amounts of aluminum, equal to that found in a single glass of water, readily entered the brain of animals.

Aluminum and the Nervous System

My review of aluminum toxicity toward the nervous system indicates that one of the main toxic effects is immunoexcitotoxicity.

This involves triggering brain inflammation in combination with excitotoxicity. It has been shown that aluminum specifically targets the brain and causes it to become inflamed.[7] And, as I have shown in previous newsletters, Alzheimer's disease, Parkinson's disease, and ALS are considered to be inflammatory diseases and excitotoxic diseases.

One of the commonly found reactions to aluminum in the brain is the activation of the brain's immune cell — the microglia.

This has been found in all cases of dialysis dementia and other reported cases of aluminum toxicity.

Using mice, researchers at the University of Georgia found that animals given aluminum-containing drinking water secreted higher levels of the inflammatory cytokine TNF-alpha than did those drinking aluminum-free water.[8] TNF-alpha is primarily secreted by the microglia. What this means is that when you drink your aluminum-containing tap water, your brain secretes higher levels of inflammatory chemicals and this puts you at a greater risk of Alzheimer's disease. It also puts your children at risk of abnormal brain development, learning and behavioral problems.

Aluminum also interferes with mitochondrial energy production and brain cells are extremely dependent on a constant supply of energy. Anything that reduces the brain's supply of energy greatly magnifies its sensitivity to excitotoxicity.

Another way aluminum enhances excitotoxicity is by combining with glutamate, the excitotoxic amino acid.

Glutamate is found in a great many foods, either

About Dr. Blaylock



Dr. Russell Blaylock edits Newsmax.com's **Blaylock Wellness Report.** He is a nationally recognized board-certified neurosurgeon, health practitioner, author, and lecturer.

He attended the Louisiana State University School of Medicine in New Orleans and completed his internship and neurosurgical residency at the Medical University of South Carolina in Charleston, S.C.

For the past 26 years, he has practiced neurosurgery in addition to having a nutritional practice.

He recently retired from his neurosurgical duties to devote his full attention to nutritional studies and research. Dr. Blaylock has authored three books on nutrition and wellness, including "Excitotoxins: The Taste That Kills," "Health and Nutrition Secrets That Can Save Your Life," and his most recent work, "Natural Strategies for The Cancer Patient." An in-demand guest for radio and television programs, he lectures extensively to both lay and professional medical audiences on a variety of nutrition-related subjects.

Also, Dr. Blaylock has been appointed to serve on the Scientific Advisory Board of the Life Extension Foundation. He is the 2004 recipient of the Integrity in Science Award granted by the Weston A. Price Foundation.

Dr. Blaylock serves on the editorial staff of the Journal of the American Nutraceutical Association and on the editorial staff of the Journal of American Physicians and Surgeons, official publication of the Association of American Physicians and Surgeons.

He previously served as clinical assistant professor of neurosurgery at the University of Mississippi Medical Center in Jackson, Miss., and is currently a visiting professor of biology at the Belhaven College, also in Jackson.

as an additive or naturally occurring.

The aluminum binds with the glutamate, forming an aluminum-L-glutamate complex that is highly absorbed by both the GI tract and the brain. Interestingly, a new study found that magnesium aspartate decreased the aluminum concentration in the brain cortex of rats.[9]

In another study, researchers fed rats either aluminum glutamate complex, aluminum chloride, or glutamate alone and found that the aluminum-glutamate complex significantly increased brain aluminum levels over just feeding aluminum chloride alone and that it reached high levels in important areas of the brain:

- The hippocampus
- Occipito-parietal cortex
- Cerebellum[10]

The aluminum-glutamate complex appeared to make the blood-brain barrier more permeable to aluminum.

From these studies it appears that aluminum, either as a salt or combined with glutamate or citrate, triggers brain inflammation and excitotoxicity (immunoexcitotoxicity) and this leads to a slow degeneration of specific areas of the brain and spinal cord that may take decades to fully manifest.

Vaccines and Aluminum

During the debates over the cause of autism, much of the early attention focused on the mercury additive thimerosal. Mercury is a powerful neurotoxin, as has been well demonstrated in scientific literature.

Yet somehow the medical establishment ignored 100 years of studies clearly demonstrating the toxicity of mercury. Then sympathetic scientists flooded the medical literature with "studies" that found no harm at all from mercury/thimerosol. Then — amazingly — these same "scientists" actually wrote articles that implied mercury improved IQ.

Of course, everyone who knew better preferred to hide in the shadows rather than point out the glaring flaws in these studies. Vaccination had joined the ranks of political correctness.

What remained in the shadows during all this fuss over vaccination was the obvious toxicity of aluminum.

Compelling research had previously demonstrated that aluminum was an accumulative neurotoxin, even in small concentrations. It had also been demonstrated that aluminum had a tendency to concentrate in the hippocampus, an area of the brain vital to critical functions including:

- Learning
- Memory
- Emotions

There were two other areas of the nervous system that were known to be very sensitive to aluminum toxicity and to concentrate aluminum — the midbrain and the motor neurons of the motor cortex and spinal cord.

Brain Development Implications

It was, of course, no coincidence that aluminum was concentrating in areas of the brain associated with early childhood neurodevelopment, as well as in areas associated with these major neurodegenerative diseases — Alzheimer's, Parkinson's, and ALS. As we shall see, it also concentrates in the myelin covering of neural pathways, linking it to another degenerative disease — multiple sclerosis.

Aluminum has been added to vaccines for almost 90 years; its purpose is to stimulate the immune system to react against the organism in the vaccine. When injected into the muscles, the aluminum forms a complex with invading organisms (such as the influenza virus).

This complex then attracts the body's immune cells, which react to the aluminum-influenza complex by generating antibodies. At the same time, the body makes a genetic record of the invading organism for future reference.

Or at least that is how it is supposed to work.

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Vaccinations Weaken the Immune System

In fact, the operation of the immune system is still largely a mystery. Yet, there is growing evidence that our current vaccination policy is, ironically, weakening our immune systems. In fact, recurring natural exposure to childhood viruses not only keeps our immune systems resistant to infections, it also provides resistance to cancer.

Two friends of mine have written a paper on the neurotoxic effects of aluminum adjuvants in vaccines. In this eye-opening study, they analyze data on the prevalence of autism spectrum disorders recorded from 1991 to 2008, and correlate it with the total aluminum dose from all vaccines mandated by the CDC for children up to age 6. They did the same for the United Kingdom, Australia, Canada, Sweden, Finland, and Iceland.

It is known that injected aluminum adjuvants remain at the site of the injection for years, and that aluminum is slowly released into the bloodstream and enters other organs, including the brain. Hundreds of cases of a new disorder called macrophagic myofasciitis, which affects specialized immune cells (macrophages), have been linked to the aluminum in the muscle tissue. It has also been associated with progressive brain degeneration in children vaccinated with the tetanus and hepatitis B vaccines.

The FDA has set the safe dosage limit for aluminum at 5 mcg/kg body weight per day. Below are the aluminum contents of commonly administered vaccines:

- DTaP (diphtheria, tetanus, and pertussis) — 625 mcg
- Hepatitis B — 375 mcg
- Hepatitis A — 250 mcg
- Hib (haemophilus influenza type B) — 225 mcg
- PVC (pneumococcoal conjugate vaccine) — 125 mcg

The paper's authors found that the highest aluminum burden was given to two-month-old babies: 270 mcg/kg per day. That almost 50 times higher than the official FDA safety limit.

If we gave adults an equal dose of aluminum, based on body weight, they would have to get 15 to 38 vaccines in one day.

Children from the United States, the U.K., and Canada received significantly higher aluminum

How Widespread Is Aluminum Exposure?

Thousands of products are made from aluminum, from the engine in your car to packaging for foods. If you check the ingredients on medications, you will see that most contain an aluminum additive.

Until recently, the main food source containing aluminum was baking powder. Biscuits, pancakes, and most baked goods have added aluminum. You can buy aluminum-free baking powder, but that version is rarely used by food processors. Salt used to contain added aluminum to prevent caking, but it has been removed from most brands. Sea salt, however, still contains aluminum.

Some natural products, such as black tea, also have very high aluminum levels. The tea plant selectively extracts the aluminum from the soil and concentrates it in the leaves. (Green tea has far less aluminum, and white tea has very little.)

The No. 1 food source for aluminum is soy products. Soybeans naturally have very high aluminum levels along with high glutamate levels. Americans have been convinced by a clever marketing campaign to consume massive amounts of soy, including the most commonly used formula for babies.

If this is not bad enough, soy also has very high manganese levels and fluoride levels, both known neurotoxins. So soy foods and drinks have quite a neurotoxic mixture: aluminum, glutamate, fluoride and manganese.

Even the American Academy of Pediatrics expressed concern about the neurotoxic level of some of the metals in soy baby formulae. Studies that looked at aluminum absorption in babies exposed to aluminum found that infants absorb a considerable amount of aluminum from ingested products.

A great number of processed foods, medications, and drinks are loaded with aluminum, and because aluminum is added to drinking water, our plant foods are accumulating (bio-accumulating) the aluminum, so that over time the levels will continue to rise, just as we have seen with fluoride.

It is important to check all labels on foods and medications, if you see aluminum, don't buy it.

Combat Aluminum's Toxicity

Now that you know about the dangers of aluminum, how can you fight its toxic effects? With these natural substances that can reduce inflammation and remove harmful metals from the body.

Bee Propolis. Several studies have shown that bee propolis (a flavonoid-rich, resinous substance that bees collect from tree buds) can counteract the damaging effects of aluminum. Rats given aluminum plus propolis or propolis alone demonstrated an elevation in antioxidant enzymes and a return to normal blood lipid profiles.[1] Propolis has also been found to have powerful anti-inflammatory properties.[2]

Ascorbic Acid. In another study, male New Zealand rabbits were given aluminum chloride and varying doses of ascorbic acid (vitamin C). Researchers found that vitamin C significantly reduced the level of free radicals generated by the aluminum and returned total lipid and cholesterol levels to normal.[3]

Chelators. A chelator is a substance used to remove excess metal from the body. The traditional pharmaceutical treatment for aluminum overload is desferrioxamine, a chelator that is administered either intramuscularly or via IV. Unfortunately, this can cause painful swelling at the site of the injection and has a number of serious side effects. A newer agent, called Feralex-G, appears to be superior and can be taken orally. Recent studies have shown that, unlike most other aluminum chelators, Feralex-G can remove aluminum that has bound to the cell nucleus. (Aluminum tightly binds to the nucleic acid of DNA; this causes much of its toxicity.) Combining vitamin C with Feralex-G significantly improves removal of aluminum from the cell nucleus, a process called shuttle chelation.[4]

burdens from their vaccines than children from Scandinavian countries.

This study found a strong correlation between the highest aluminum body content and the risk of developing autism. The U.K. has the most aggressive vaccine program and the highest incidence of autism in the world at 1 in every 64 births. The rate in the U.S. is 1 in every 91 births. Unlike other countries that spread out the early vaccines, in the U.K. they are given at birth, and at 1, 2, 3, and 4 months of age — an incredibly obtuse policy.

The Impact on Infants

Previous studies have shown that as little as 4-5 mcg/kg of aluminum given to preterm infants can cause neurodevelopmental problems.

A study by Carolyn Gallagher and Melody Goodman of the Stony Brook University Medical Center found that boys given the triple series of HepB vaccine from birth were significantly more likely to develop disabilities by age 9.

A follow-up study of boys age 3 to 17 who were vaccinated in their first month had a threefold higher risk of developing autism than did unvaccinated boys. This has been ignored by the vaccine proponents and the media.

When challenged by this data, Dr. Paul Offit, a vocal vaccine proponent, defended the policy by saying that infant formulas often contain similar amounts of aluminum. But studies show that only 0.25 percent of the aluminum from infant formula is absorbed in the blood, whereas 100 percent of the aluminum injected by vaccination enters the bloodstream.

More than 1 million children have been diagnosed with autism, with 24,000 new cases being diagnosed each year. The largest increase in autism diagnoses occurred in 1992: a 189 percent jump.

Why the dramatic increase in cases in 1992? It turns out that six new vaccine doses were added to the

A note from Dr. Blaylock: Advertisements for various supplements may appear in the newsletter or attached to the newsletter. I have nothing to do with these advertisements and do not endorse them. The only supplements I endorse are those that I list in the newsletter. This is not to say that I object to the supplements; it's just that I am not familiar with the supplements being advertised.

Please note that this advice is generic and not specific to any individual. You should consult with your doctor before undertaking any medical or nutritional course of action.

vaccine schedule from 1981 to 1992, all given during the first two years of life, a period when the brain is undergoing tremendous development.

The correlation between the aluminum burden from the vaccines and the incidence of autism is strong. What's more, researchers have found the same correlations in the other eight countries examined. Keep this in mind when it comes time for your children and grandchildren to be vaccinated.

Current Trends Can't Be Sustained

For those of you who say, "Well that is upsetting, but it doesn't really affect me," here is some bad news: Adults are now being encouraged to submit to a number of aluminum-containing vaccines — every year. And the effect on the adult brain can be just as devastating for a number of reasons.

First, the aging process actually reduces your brain's defense mechanisms — it can't tolerate aluminum toxicity as well as a young brain. Recall that aluminum selectively induces brain inflammation. As we age, our brain becomes progressively more inflamed, and aluminum accelerates and magnifies that inflammation.

There is also powerful evidence that aluminum worsens the effects of other toxins, such as pesticides, herbicides, mercury, cadmium, fluoride, lead, and glutamate. In essence, accumulating aluminum is making your brain age must faster.

Because aluminum accumulates in the parts of the brain associated with Alzheimer's, risk of early development rises substantially with exposure to aluminum.

All neurodegenerative diseases are associated with microglial activation — that is, intense immune activation within the brain. Aluminum activates microglia, and because it accumulates within the microglia, it acts as a continuous source of activation lasting for decades.

Aluminum also accumulates in the motor neurons; this is strongly correlated with ALS.

When I was training as a neurosurgeon, ALS was a very rare disease. Since then, incidence has increased dramatically. ALS is also characterized by intense inflammation in the nervous system.

You may recall that servicemen getting the anthrax vaccine were found to have a twofold higher risk of developing ALS. The anthrax vaccine, a four-dose injection, contains a total dosage of 2.4 mg of

Hungary's Toxic Spill Highlights Chemical Impact on Health

It's the stuff of headlines and horror — in October a massive reservoir, maintained by the Hungarian Aluminum Production and Trade Company, unleashed a torrent of toxic sludge that flooded unsuspecting Hungarian towns and threatened the Danube River.

Several people have already been killed, and the 35.3 million cubic feet of red sludge has caused billions of dollars in damage. A six-foot high wall of the slurry was seen flowing through streets in nearby Kolontar. Company spokesmen have stated that the spill contains a mixture of iron oxide, aluminum, silicon dioxide, calcium oxide, and titanium dioxide.

Of those ingredients, the most toxic are iron oxide and aluminum. Iron oxide is a powerful carcinogen that promotes cancer growth, invasion, and metastasis. It is associated with degeneration of the brain and peripheral nerves, and can worsen a number of pre-existing diseases, such as pulmonary disorders, kidney disease, and heart failure. There is also evidence that iron oxide can worsen atherosclerosis — hardening of the arteries — which is a major cause of both heart attacks and strokes.

As this newsletter points out, aluminum is also a powerful toxin and can have long-term effects. Ironically, one of the effects of aluminum is release of blood iron from its protective carrier transferrin. This greatly increases the toxicity of the iron.

Another worry is just how much of the aluminum was nanoparticulate aluminum — that is, aluminum that is specifically made to be of such small size that it can easily penetrate the skin, lungs, and GI tract, entering deep into the cells. Recent studies have shown that nanoparticulate aluminum is infinitely more toxic than natural aluminum.

"Nanosizing of products has become all the rage in industry — but it is a double-edged sword. While it can greatly improve the absorption and distribution of medications and even natural nutrients in the body, it can also increase the concentration and toxicity of toxic metals and chemicals beyond anyone's imagination.

[illegible] out of soy and modified foods,

Vascular and organ damage induced by mRNA vaccines: irrefutable proof of causality

Michael Palmer, MD and Sucharit Bhakdi, MD

doctors4covidethics.org

Thursday 18th August, 2022

Abstract

This article summarizes evidence from experimental studies and from autopsies of patients deceased after vaccination. The collective findings demonstrate that

1. mRNA vaccines don't stay at the injection site by instead travel throughout the body and accumulate in various organs,
2. mRNA-based COVID vaccines induce long-lasting expression of the SARS-CoV-2 spike protein in many organs,
3. vaccine-induced expression of the spike protein induces autoimmune-like inflammation,
4. vaccine-induced inflammation can cause grave organ damage, especially in vessels, sometimes with deadly outcome.

We note that the damage mechanism is which emerges from the autopsy studies is not limited to COVID-19 vaccines only but is completely general—it must be expected to occur similarly with mRNA vaccines against any and all infectious pathogens. This technology has failed and must be abandoned.

While clinical case reports (e.g. [1, 2]) and statistical analyses of accumulated adverse event reports (e.g. [3, 4]) provide valuable evidence of damage induced by mRNA-based COVID-19 vaccines, it is important to establish a causal relationship in individual cases. Pathology remains the gold standard for proof of disease causation. This short paper will discuss some key findings on autopsy materials from patients who died within days to several months after vaccination. For context, some experimental studies are briefly discussed as well.

1 Most of the evidence presented here is from the work of pathologist Prof. Arne Burkhardt, MD

Prof. Burkhardt is a very experienced pathologist from Reutlingen, Germany. With the help of his colleague Prof. Walter Lang, he has studied numerous cases of death which occurred within days to several months after vaccination. In each of these cases, the cause of death had been certified as "natural" or "unknown." Burkhardt became involved only because the bereaved families doubted these verdicts and sought a second opinion.

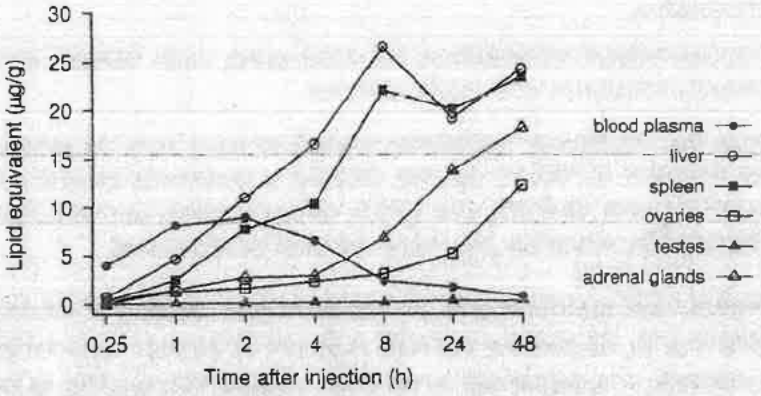
It is remarkable, therefore, that Burkhardt found not just a few but the majority of these deaths to be due to vaccination.



- Dr. Burkhardt was approached by the families of patients deceased after "vaccination"
- Autopsy materials were examined by standard histopathology and immunohistochemistry
- Based on the findings, most deaths were attributed to "vaccination" with a high to very high degree of likelihood

While all four major manufacturers of gene-based vaccines were represented in the sample of patients studied by Burkhardt and Lang, most patients had received an mRNA vaccine from either Pfizer or Moderna. Some of the deceased patients had received both mRNA- and viral vector-based vaccines on separate occasions.

2 Pfizer's own animal experiments show that the vaccine quickly distributes throughout the body



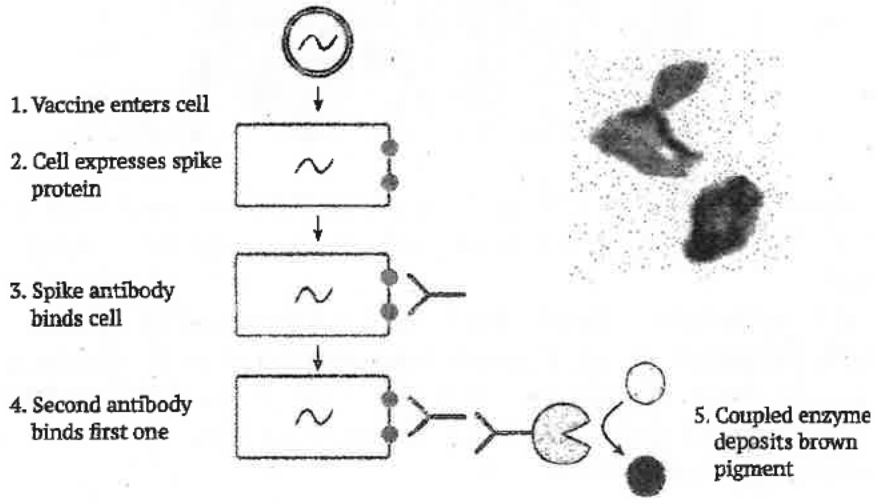
In order to cause potentially lethal damage, the mRNA vaccines must first distribute from the injection site to other organs. That such distribution occurs is apparent from animal experiments reported by Pfizer to Japanese authorities with its application for vaccine approval in that country [5]. Rats were injected intramuscularly with a radioactively labelled model mRNA vaccine, and the movement of the radiolabel first into the bloodstream and subsequently into various organs was followed for up to 48 hours.

The first thing to note is that the labelled vaccine shows up in the blood plasma after a very short time—within only a quarter of an hour. The plasma level peaks two hours after the injection. As it drops off, the model vaccine accumulates in several other organs. The fastest and highest rise is observed in the liver and the spleen. Very high uptake is also observed with the ovaries and the adrenal glands. Other organs (including the testes) take up significantly lower levels of the model vaccine. We note, however,

that at least the blood vessels will be exposed and affected in every organ and in every tissue.

The rapid and widespread distribution of the model vaccine implies that we must expect expression of the spike protein throughout the body. For a more in-depth discussion of this biodistribution study, see Palmer and Bhakdi [6].

3 Expression of viral proteins can be detected with immunohistochemistry



While the distribution of the model vaccine leads us to expect widespread expression of the spike protein, we are here after solid proof. Such proof can be obtained using *immunohistochemistry*, which method is illustrated in this slide for the vaccine-encoded spike protein.

If a vaccine particle—composed of the spike-encoding mRNA, coated with lipids—enters a body cell, this will cause the spike protein to be synthesized within the cell and then taken to the cell surface. There, it can be recognized by a spike-specific antibody. After washing the tissue specimen to remove unbound antibody molecules, the bound ones can be detected with a secondary antibody that is coupled with some enzyme, often horseradish peroxidase. After another washing step, the specimen is incubated with a water-soluble precursor dye that is converted by the enzyme to an insoluble brown pigment. Each enzyme molecule can rapidly convert a large number of dye molecules, which greatly amplifies the signal.

At the top right of the image, you can see two cells which were exposed to the Pfizer vaccine and then subjected to the protocol outlined above. The intense brown stain indicates that the cells were indeed producing the spike protein.

In short, wherever the brown pigment is deposited, the original antigen—in this example, the spike protein—must have been present. Immunohistochemistry is widely used not only in clinical pathology but also in research; it could readily have been used to detect widespread expression of spike protein in animal trials during preclinical development. However, it appears that the FDA and other regulators never received or demanded such experimental data [7].

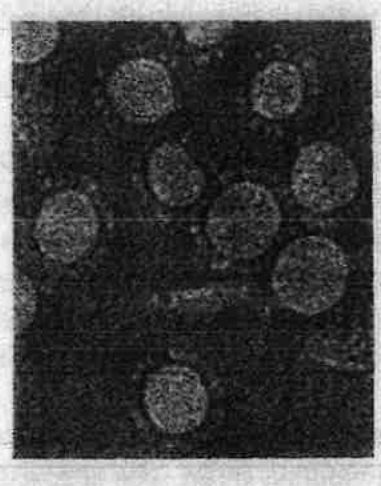
4 Expression of spike protein in shoulder muscle after vaccine injection

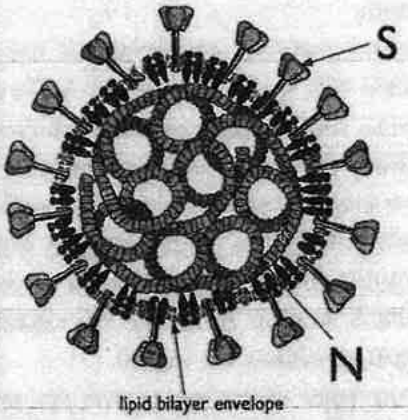


This slide (by Dr. Burkhardt) shows deltoid muscle fibres in cross section. Several (but not all) of the fibres show strong brown pigmentation, again indicating spike protein expression.

While the expression of spike protein near the injection site is of course expected and highly suggestive, we would like to make certain that such expression is indeed caused by the vaccine and not by a concomitant infection with the SARS-CoV-2 virus. This is particularly important with respect to other tissues and organs which are located far away from the injection site.

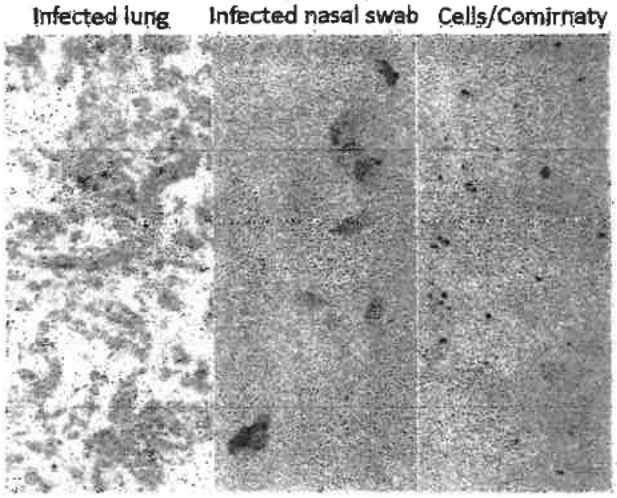
5 Coronavirus particles contain two prominent proteins: spike (S) and nucleocapsid (N)





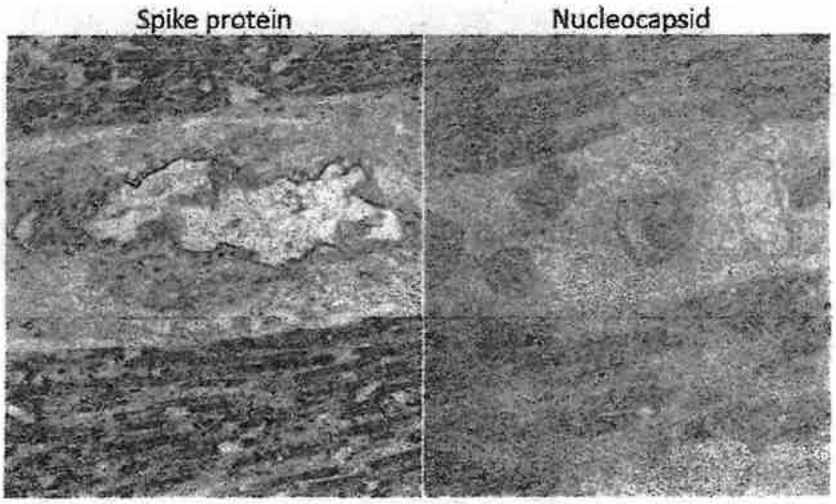
To distinguish between infection and injection, we can again use immunohistochemistry, but this time apply it to another SARS-CoV-2 protein—namely, the nucleocapsid, which is found inside the virus particle, where it enwraps and protects the RNA genome. The rationale of this experiment is simple: cells infected with the virus will express all viral proteins, including the spike and the nucleocapsid. In contrast, the mRNA-based COVID vaccines (as well as the adenovirus vector-based ones produced by AstraZeneca and Janssen) will induce expression only of spike.

6 Infected persons express the nucleocapsid protein (and also the spike protein)



This slide simply illustrates that the method works: lung tissue or cells from a nasal swab of a person infected with SARS-CoV-2 stain positive for nucleocapsid expression, whereas cultured cells exposed to the vaccine do not (but they stain strongly positive for the spike protein; see inset at the top right of Slide 3).

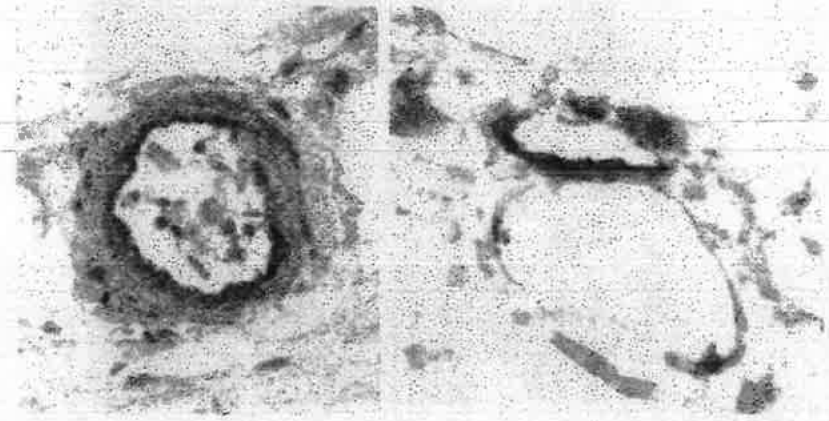
7 Injected persons express *only* the spike protein, which implicates the vaccine



Here, we see immunohistochemistry applied to heart muscle tissue from an injected person. Staining for the presence of spike protein causes strong brown pigment deposition. In contrast, only very weak, non-specific staining is observed with the antibody that recognizes the nucleocapsid protein. The absence of nucleocapsid indicates that the expression of the spike protein must be attributed ot the vaccine rather than an infection with SARS-CoV-2.

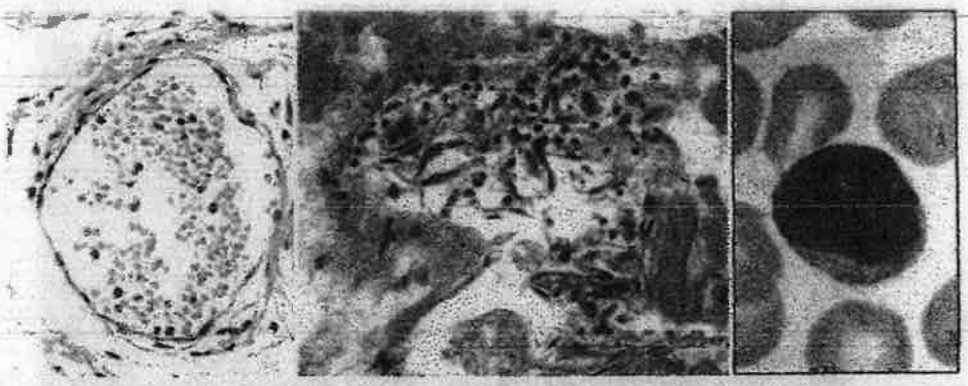
We will see shortly that the strong expression of spike protein in heart muscle after vaccination correlates with significant inflammation and tissue destruction.

8 Expression of spike protein within the walls of small blood vessels



We see spike protein expression in arterioles (small arteries; left) as well as in venules (small veins) and capillaries (right). Expression is most prominent in the innermost cell layer, the *endothelium*. This makes the endothelial cells "sitting ducks" for an attack by the immune system.

9 Endothelial stripping and destruction of a small blood vessel after vaccination



We now turn to the evidence of immune attack on the endothelial cells which produce the spike protein. On the left, a normal venule, delimited by an intact endothelium and containing some red blood cells and few white blood cells (stained blue) inside.

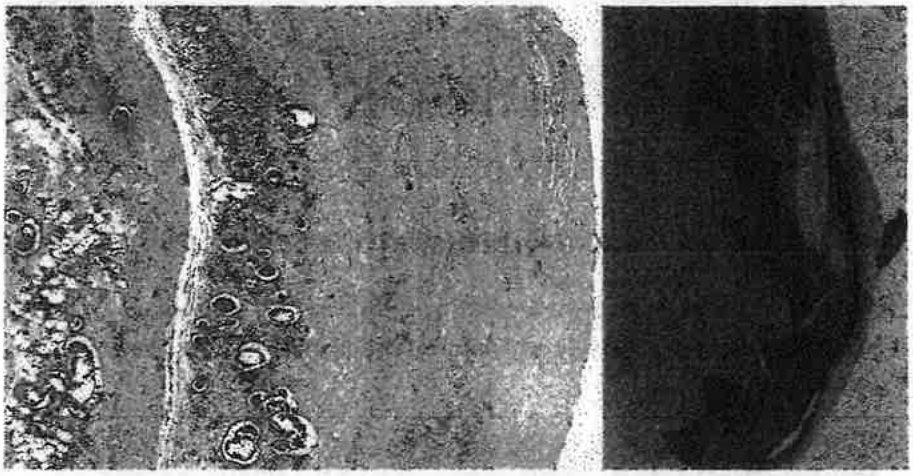
The image on at the centre shows a venule that is being attacked and destroyed by the immune system. The outline is already dissolving, and the spindle-shaped (and swollen) endothelial cells have peeled off from the vessel wall. Furthermore, we see lymphocytes—the small cells with dark, round nuclei and with very little cytoplasm around them; a single lymphocyte (at much higher magnification) is shown on the right.

Lymphocytes are the backbone of the specific immune system—whenever antigens are recognized and antibodies are produced, this is done by lymphocytes. Also among

the lymphocytes we find cytotoxic T cells and natural killer cells, which serve to kill virus-infected cells—or ones that look to them as if infected, because they have been forced to produce a viral protein by a so-called vaccine.

A crucial function of the endothelium is to prevent blood clotting. Thus, if the endothelium is damaged, as it is in this picture, and the tissues beyond it make contact with the blood, this will automatically set off blood clotting.

10 A crack in the wall of the aorta, lined by clusters of lymphocytes, leading to aortic rupture

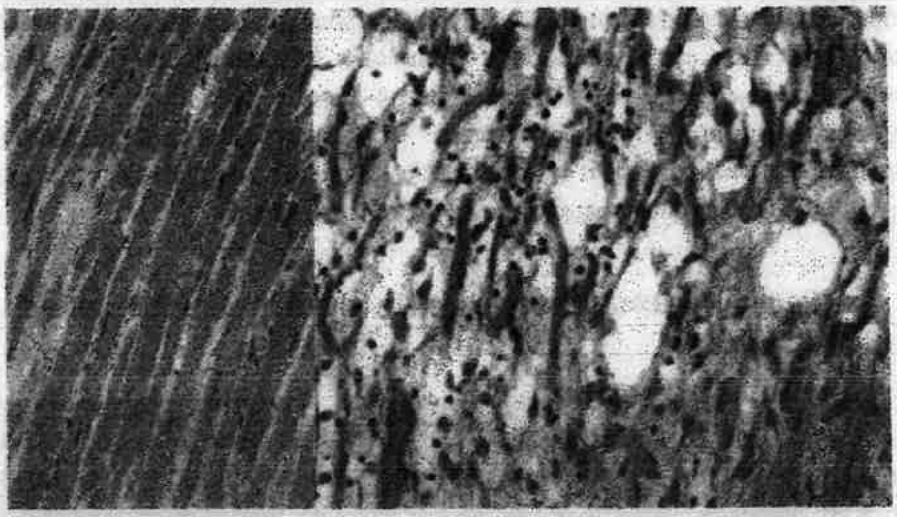


On the left, a section through the wall of an aorta. This picture is taken at an even lower magnification than the one before; the lymphocytes now appear as just a cloud of tiny blue specks. To the left of this blue cloud, we see a vertical crack running through the tissue. Such a crack is also visible macroscopically in the excised specimen of an aorta shown on the right.

The aorta is the largest blood vessel of the body. It receives the highly pressurized blood ejected by the left ventricle of the heart, and it is thus exposed to intense mechanical stress. If the wall of the aorta is weakened by inflammation, as it is here, then it may crack and rupture. Aortic rupture is normally quite rare, but Prof. Burkhardt found multiple cases in his limited number of autopsies. Some of the affected aortas were also shown to have expressed the spike protein.

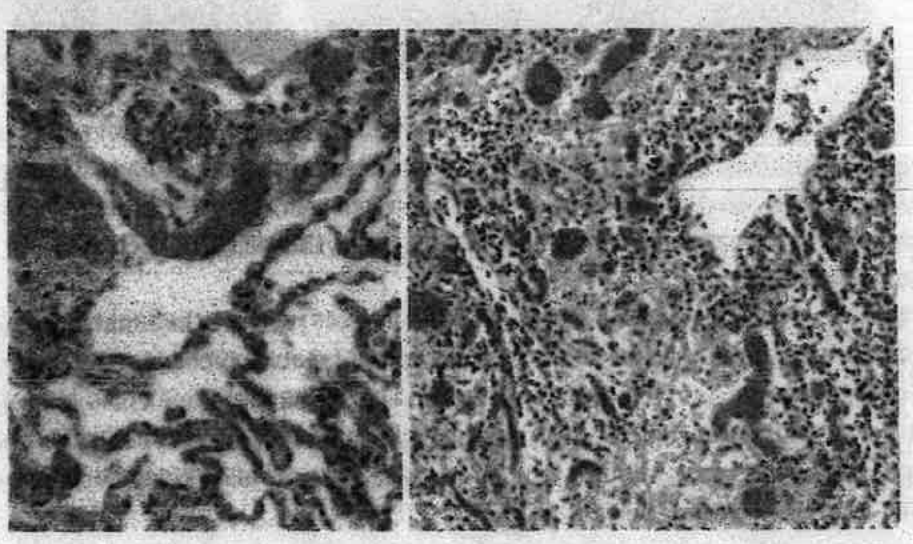
11 Healthy heart muscle tissue, and lymphocytic myocarditis

In Slide 7, we saw that heart muscle cells strongly expressed the spike protein after vaccine injection. Here, we see the consequences. The picture on the shows a sample of healthy heart muscle tissue, with regularly oriented and aligned heart muscle fibres. On the right, we see a heart muscle sample from one of the autopsies. The muscle fibres are disjointed and disintegrating, and they are surrounded by invading lymphocytes. Burkhardt found myocarditis in multiple of his deceased patients.



12 Lymphocytic infiltration and proliferative inflammation in lung tissue

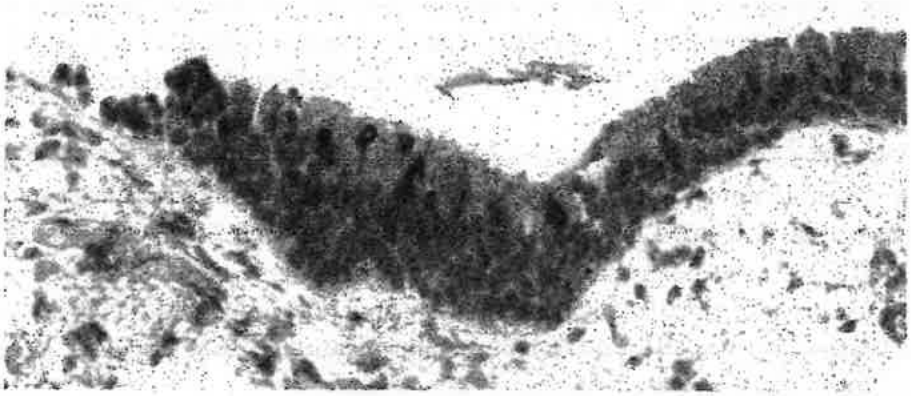
On the left, we see healthy lung tissue, with air-filled spaces (the alveoli), delimited by delicate alveolar septa with embedded, blood-filled capillaries. We also see some larger blood vessels.



On the right hand side, we see lung tissue overrun by lymphocytes. The air-filled spaces have largely disappeared and been filled with scar (connective) tissue. This vaccine-injected patient would obviously have had very great trouble breathing.

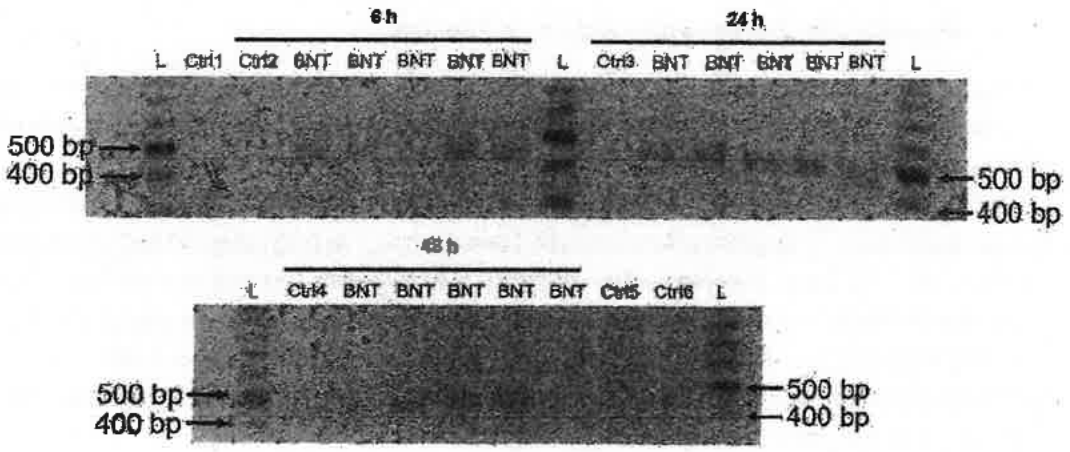
Lymphocytic infiltration, inflammation and destruction were also observed in many other organs, including the brain, the liver, the spleen, and multiple glands. However, instead of illustrating them all, we will conclude the pathological evidence with another immunohistochemistry result, which strikingly shows the long duration of spike protein expression.

13 Vaccine-induced expression of spike protein in a bronchial biopsy nine months after vaccination



The slide shows a sample of bronchial mucous membrane, from a patient who is alive but has suffered respiratory symptoms ever since being vaccinated. We see several cells in the uppermost cell layer that strongly express spike protein—and this even nine months after his most recent vaccine injection! While this is indeed the most extreme case of long-lasting expression, there is evidence both from Burkhardt's autopsies and from published studies on blood samples [8] or lymph node biopsies [9] to indicate that expression does last several months.

14 The Pfizer vaccine mRNA gets copied ("reverse-transcribed") into DNA and inserted into the cellular genome



The official mRNA vaccine narrative maintains that the modified mRNA contained in the vaccine will not be replicated in vivo; expression of the spike protein should therefore cease once the injected RNA molecules have been degraded.

The limited experimental studies available [10, 11] suggest that the injected modified mRNA should be degraded within days to a few weeks of the injection. This is obviously difficult to square with the observed long-lasting expression; in some form or other, the genetic information appears to be perpetuated in vivo.

A recent experimental study from Sweden [12] has shown that human-derived cells can copy the Pfizer mRNA vaccine into DNA and then insert it into their own chromosomal DNA. The image shows the key evidence from this study. The cells were exposed to the vaccine for the lengths of time indicated. Cellular DNA was then isolated, and inserted DNA copies of the vaccine mRNA detected by PCR amplification of a fragment 444 base pairs (bp) in length.

All samples labelled with "BNT" had been treated with the vaccine, and they all show a PCR product of the expected length, as is evident from comparison to a DNA fragment length standard ("L"). Samples labelled with "Ctrl *n*" were controls: Ctrl 1–4 contained DNA from cells not incubated with vaccine, Ctrl 5 contained RNA (not DNA) from vaccine-treated cells; Ctrl 6 contained the same but was additionally treated with RNAse, which step was also performed in the purification of DNA samples. As expected, none of the control samples contain the PCR product.

Considering Aldén's observation of DNA insertion in every single experimental sample, it seems highly likely that this will also occur in vivo. Beyond providing a plausible mechanism for perpetuating the expression of spike protein, DNA insertion also poses risks of genetic damage, leading to cancers and leukemias.

15 Summary

The evidence presented here clearly demonstrates a chain of causation from vaccine injection to

- rapid distribution of the vaccine through the bloodstream,
- widespread spike protein expression, prominently in blood vessels, and
- autoimmune-like inflammation and organ damage.

Vaccine-induced vascular damage will promote blood clotting, and clotting-related diseases such as heart attack, stroke, lung embolism are very common in the adverse events databases [4, 13].

In addition to autoimmune-like inflammation, other disease mechanisms, including prion-mediated CNS degeneration [14], aberrant vascular protein deposition (amyloidosis) [15, 16], and lipid nanoparticle toxicity [6], are plausible but require further study and corroboration. Overall, these vaccines can no longer be considered experimental—the "experiment" has resulted in the disaster that many medical doctors and scientists predicted from the outset [17]. The vaccination must be stopped, and all approvals and authorizations of their use must be revoked.

References

[1] B. Bozkurt et al.: Myocarditis With COVID-19 mRNA Vaccines. *Circulation* 144 (2021), 471–484. PMID: 34281357.

[2] P. Ehrlich et al.: Biopsy-proven lymphocytic myocarditis following first mRNA COVID-19 vaccination in a 40-year-old male: case report. *Clinical research in car-*

diology official journal of the German Cardiac Society 110 (2021), 1855–1859. PMID: 34487236.

[3] J. Rose and P. A. McCullough: A Report on Myocarditis Adverse Events in the U.S. Vaccine Adverse Events Reporting System (VAERS) in Association with COVID-19 Injectable Biological Products. *Current problems in cardiology* (2021), 101011. PMID: 34601006.

[4] B. Shilhavy: *43,898 Dead, 4,190,493 Injured Following COVID Vaccines in European Database of Adverse Reactions.* 2022. URL: https://healthimpactnews.com/2022/43898-dead-4190493-injured-following-covid-19-vaccines-in-european-database-of-adverse-reactions/.

[5] Anonymous: *SARS-CoV-2 mRNA Vaccine (BNT162, PF-07302048) 2.6.4 Summary statement of the pharmacokinetic study [English translation].* 2020. URL: https://archive.org/details/pfizer-confidential-translated.

[6] M. Palmer and S. Bhakdi: *The Pfizer mRNA vaccine: Pharmacokinetics and Toxicity.* 2021. URL: https://doctors4covidethics.org/the-pfizer-mrna-vaccine-pharmacokinetics-and-toxicity/.

[7] A. Latyopva: *Did Pfizer Perform Adequate Safety Testing for its Covid-19 mRNA Vaccine in Preclinical Studies? Evidence of Scientific and Regulatory Fraud.* 2022. URL: https://doctors4covidethics.org/did-pfizer-perform-adequate-safety-testing-for-its-covid-19-mrna-vaccine-in-preclinical-studies-evidence-of-scientific-and-regulatory-fraud/.

[8] S. Bansal et al.: Cutting Edge: Circulating Exosomes with COVID Spike Protein Are Induced by BNT162b2 (Pfizer-BioNTech) Vaccination prior to Development of Antibodies: A Novel Mechanism for Immune Activation by mRNA Vaccines. *J. Immunol.* 207 (2021), 2405–2410. PMID: 34654691.

[9] K. Röltgen et al.: Immune imprinting, breadth of variant recognition and germinal center response in human SARS-CoV-2 infection and vaccination. *Cell* (2022). PMID: 35148837.

[10] O. Andries et al.: N^1-methylpseudouridine-incorporated mRNA outperforms pseudouridine-incorporated mRNA by providing enhanced protein expression and reduced immunogenicity in mammalian cell lines and mice. *J. Control. Release* 217 (2015), 337–344. DOI: 10.1016/j.jconrel.2015.08.051.

[11] N. Pardi et al.: Nucleoside-modified mRNA vaccines induce potent T follicular helper and germinal center B cell responses. *J. Exp. Med.* 215 (2018), 1571–1588. PMID: 29739835.

[12] M. Aldén et al.: Intracellular Reverse Transcription of Pfizer BioNTech COVID-19 mRNA Vaccine BNT162b2 In Vitro in Human Liver Cell Line. *Curr. Issues Mol. Biol.* 44 (2022), 1115–1126. PMID: 35723296.

[13] Anonymous: *OpenVAERS.* 2021. URL: https://www.openvaers.com/.

[14] J. C. Perez et al.: Towards the emergence of a new form of the neurodegenerative Creutzfeldt-Jakob disease: Twenty six cases of CJD declared a few days after a

COVID-19 "vaccine" Jab. *ResearchGate* (2022). DOI: 10.13140/RG.2.2.14427.03366.

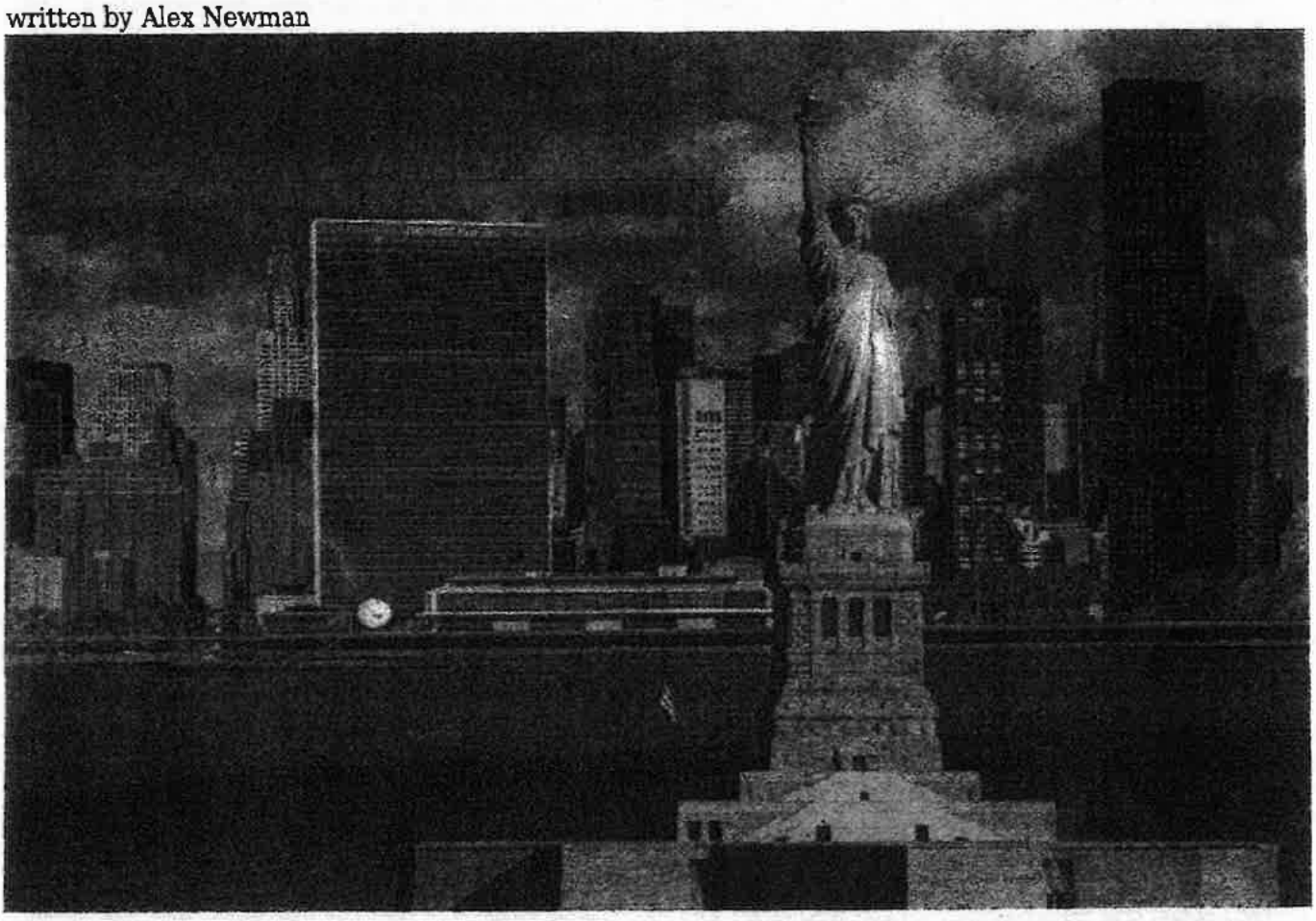
[15] M. Charnley et al.: Neurotoxic amyloidogenic peptides in the proteome of SARS-COV2: potential implications for neurological symptoms in COVID-19. *Nat. Commun.* 13 (2022), 3387. PMID: 35697699.

[16] S. Nyström and P. Hammarström: Amyloidogenesis of SARS-CoV-2 Spike Protein. *J. Am. Chem. Soc.* 144 (2022), 8945–8950. PMID: 35579205.

[17] S. Bhakdi et al.: *Urgent Open Letter from Doctors and Scientists to the European Medicines Agency regarding COVID-19 Vaccine Safety Concerns.* 2021. URL: https://doctors4covidethics.org/urgent-open-letter-from-doctors-and-scientists-to-the-european-medicines-agency-regarding-covid-19-vaccine-safety-concerns/.

Blasting CCP Influence, Lawmakers File Bill to Get US Out of UN & WHO

written by Alex Newman



Outraged by the growing influence of the mass-murdering Chinese Communist Party and other perceived problems, U.S. lawmakers recently re-introduced legislation that would end U.S. membership in the United Nations and its agencies, such as the UN World Health Organization (WHO).

In addition to ending U.S. government involvement with the UN, the American Sovereignty Restoration Act (H.R. 7806) would remove the UN's controversial headquarters from U.S. soil and protect American troops from having to serve under UN command.

U.S. Representative Mike Rogers, a conservative Republican representing eastern Alabama, has been the lead sponsor of the bill in several congresses so far. He has raised numerous concerns over the years, including corruption, waste, hostility to Israel, opposition to fundamental American principles, the UN's hatred of the Second Amendment, and more.

"The United Nations has repeatedly proven itself to be an utterly useless organization," explained Rogers in a statement announcing the re-introduction of the bill last month, doubling down on previous comments referring to the UN as a "disaster."

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Some of the congressman's major concerns are the UN's growing hostility to genuine human rights and its increasing subservience to the dictatorship in Beijing and others hostile to individual liberty and the United States.

"The UN's founding charter states the UN's mission 'to reaffirm faith in fundamental human rights, in the dignity and worth of the human person, in the equal rights of men and women and of nations large and small,'" added Rogers in the statement. "However, the UN High Commissioner for Human Rights Michelle Bachelet has proven herself to be nothing more than a puppet for the Chinese Communist Party — aiding the CCP in playing down the very real and horrifying genocide being carried out against Uyghurs."

Indeed, *The New American* has been exposing the "Socialist" Bachelet for years. From her close ties to the communist movement in Latin America and Beijing to her ongoing anti-American diatribes calling for restricting rights in America, Bachelet has become extremely controversial. Concerns about the UN official's abuse of diplomatic immunity to shield her and others from criminal probes are also growing.

Rogers blasted the UN's cozy relationship with the Chinese Communist Party. "It's unconscionable that China continues to sit on the UN Human Rights Council even as it carries out this disturbing genocide on top of its numerous and daily violations of basic human rights," the Republican congressman said.

"It's clear the UN has abandoned the ideals set in its founding charter and that's why, among many other reasons, I've reintroduced legislation to withdraw the United States from the UN," he added.

When introducing the bill in 2019, Rogers blasted the UN as an "inefficient bureaucracy" and a "complete waste of American tax dollars." Saying the legislation was one of his top priorities, Rogers noted that the global organization "works against America's interests around the world" and continues to "attack our rights as U.S. citizens."

Another key element of the bill would end U.S. involvement in the disgraced World Health Organization. Among other scandals, the UN agency is led by a former communist terror leader backed by Beijing, and was repeatedly exposed parroting the CCP's talking points.

"The WHO lost all credibility when they chose to put public health second to the Chinese Communist Party by helping the CCP cover up the origins of COVID-19," continued Rogers, blasting the UN WHO as "corrupt."

Reacting to similar concerns, President Donald Trump started the process to remove the U.S. from the WHO, drawing widespread applause from conservatives and Republicans across America.

Joe Biden promptly re-engaged with the UN agency after taking power, though numerous congressional efforts to stop funding for and end U.S. involvement in WHO continue. (Trump did get the United States out of UNESCO, the UN's "education" agency, and so far Biden has not been able to reverse that.)

Co-sponsors of the latest iteration of the American Sovereignty Restoration Act include Rep. Thomas Massie (R-Ky.), Rep. Diana Harshbarger (R-Tenn.), Rep. Paul Gosar (R-Ariz.), and Rep. Ronny Jackson (R-Texas).

Massie, a longtime champion of the #Amexit movement to get the United States out of the UN, previously told *The New American* that there are many reasons why the U.S. government should cut all ties with the controversial global organization.

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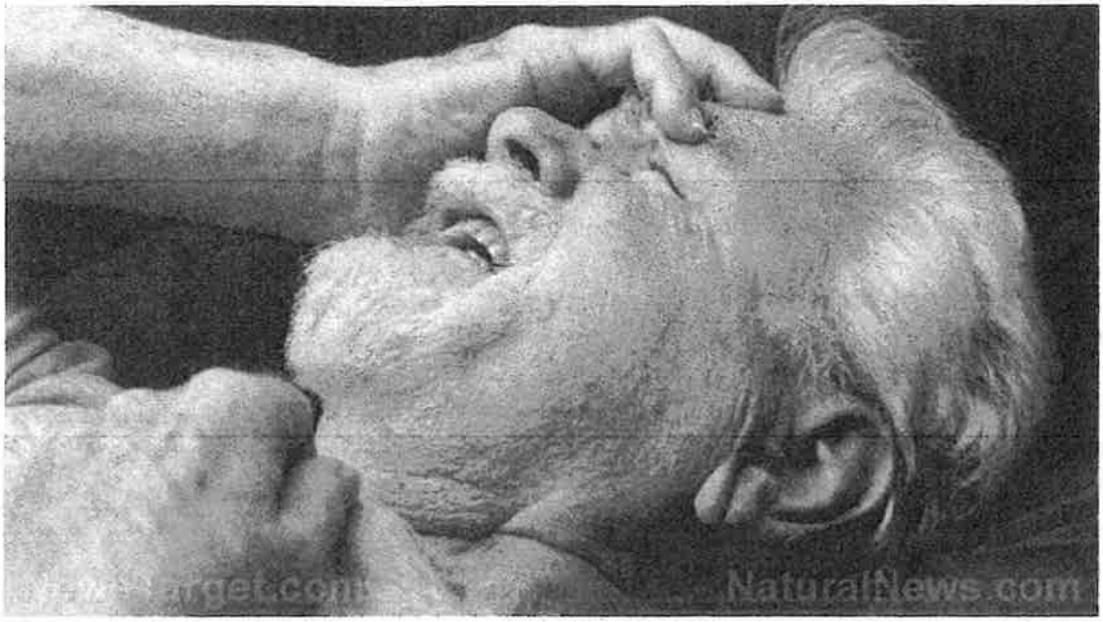
Autopsies confirm: Covid-19 vaccine causes fatal heart inflammation or "Sudden Adult Death Syndrome"

Thursday, December 08, 2022 by: Lance D Johnson

Tags: autopsy, badhealth, badmedicine, cardiac failure, cardiovascular system, death by vaccination, histopathology, inflammation, medical examination, medical violence, mRNA, myocarditis, nervous system, pericarditis, SADS, spike proteins, thrombotic thrombocytopenia, unexpected death, vaccine damage, Vaccine deaths, Vaccine injuries, vaccine injury, vaccine wars, vaccines

This article may contain statements that reflect the opinion of the author



(Natural News) Previously healthy individuals are dying "suddenly and unexpectedly" after covid-19 vaccination. These individuals are of all ages, and many show no sign of pre-existing heart conditions. A new medical term– Sudden Adult Death Syndrome (SADS) was created to categorize these unexplained deaths. Vaccination is intended to protect individuals from infections and to prolong their life; however, vaccinated individuals are being hospitalized and diagnosed with new heart problems (myocarditis and pericarditis) and vaccine-induced thrombotic thrombocytopenia. Sometimes, these vaccine injuries go undetected. Sometimes they are mild, but other times, they are fatal in the first week after vaccination.

In a new case study, twenty-five individuals who died after covid-19 vaccination showed inflammation of the heart that coincided with the inflammation caused in the deltoid muscle, post vaccination.

Autopsies confirm covid jabs cause fatal inflammation of the heart muscle

Medical examiners from Germany conducted autopsies on thirty-five individuals who died within twenty days after taking a second dose of the covid-19 mRNA vaccine (Comirnaty & Spikevax). They concluded that ten of the fatalities were clearly not due to the vaccine, due to evidence of drug overdose. The majority of the fatalities (71%) presented vascular damage that is specific to vaccine injuries, including rapid heart failure, vascular aneurysm, pulmonary embolism, myocardial infarction, fatal stroke, and vaccine-induced thrombotic thrombocytopenia.

A closer examination of five of these cases showed new onset inflammation in the cardiovascular system and histopathologies directly in the heart muscle. These five individuals were diagnosed with lymphocytic (epi-)myocarditis and died suddenly in their homes in the first week after covid-19 mRNA vaccination. The medical examiners found patchy inflammation in the heart muscle that mirrored the same patchy inflammation that is induced in the deltoid muscles after covid-19 mRNA vaccination.



How to Neutralize Potential Damage from mRNA Vaccines

The Truth About Vaccines
By Ty Bollinger

February 8, 2021



With the current irrational push to vaccinate the planet against COVID-19, a virus that has a 99.9% recovery rate, we feel it is important to discuss practical ways to "detox" and "neutralize" damage that is being done by these untested mRNA vaccines.

Interestingly, here in our home state of Tennessee, the COVID "mortality rate" has tripled, even though we lead the USA in vaccination rate (https://thetruthaboutvaccines.com/covid-mortality-vaccine/). Makes you wonder, doesn't it? Logical thinkers would deduce that the vaccine is responsible, sort of like when we see obesity rise in populations that eat lots of ice cream. But the irrational and illogical 'mainstream media' and 'medical mafia' will undoubtedly blame "anti-vaxxers" for the increase in deaths, which makes as much sense as blaming vegans for the increase in heart disease in people who eat hot dogs every day...

But let's not get distracted by the facts or by logic!!

Despite the $4.5 billion in damages awarded by the Vaccine Court since 1986 ...

Even though the Supreme Court described vaccines as "*unavoidably* ***unsafe***" in 2011 ...

Despite package inserts which prove that most vaccines contain known carcinogens and chemicals that cause neurological damage.

Genetics7.html) and can prevent the viral RNA from replicating.

Below are the **TOP FIVE** recommended substances to mitigate damage from mRNA vaccines (in no particular order).

1 | IODINE

An essential mineral, iodine is used by the thyroid gland to make thyroid hormones that control many functions in the body including growth and development, repairing damaged cells and supporting a healthy metabolism.

Because your body does not produce iodine, it needs to be supplied in the diet. Iodine can also be used to detoxify toxic compounds and strongly increases the mRNA decay rate.[2] (https://www.researchgate.net/publication/287722803_Influence_of_iodine_on_mRNA_expression_of_iodide_transporter_insulin_like_growth_factor_I_and_transforming_growth_factor_beta_in_thyroid_and_mammary_glands_of_lactating_rats),[3] (https://pubmed.ncbi.nlm.nih.gov/22001309/) Dietary iodine also controls its own absorption through regulation of the sodium/iodide (NIS) symporter,[4] (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3530113/),[5] (https://www.sciencedirect.com/science/article/pii/S0303720711005806) which protects the functions of the thyroid gland.[6] (https://pubmed.ncbi.nlm.nih.gov/22228198/)

2 | ZINC

Zinc enables the body to make proteins and DNA, contributes to wound healing, and plays a role in childhood growth and development. It also has antioxidant properties and plays an important role in cell-mediated immune function and modulates mRNA levels of cytokines.[7] (https://pubmed.ncbi.nlm.nih.gov/12812920/)

Zinc has been shown to regulate gene transcription in cancer cells, plus zinc globally down-regulates microRNA expression and key enzymes and proteins necessary for microRNA maturation and stability.[8] (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3711771/) Lastly, zinc-finger protein serrate is among the plant compounds that may silence mRNA.[9] (https://www.frontiersin.org/articles/10.3389/fpls.2019.00360/full#B45)

3 | QUERCETIN

Quercetin, a flavonoid with multiple proven health benefits to both man and animals, displays a plethora of biological activities.

oxidative damage, even helping you grow new mitochondria.[15] (https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5349805/) PQQ is actually the **only** nutrient on earth known to be capable of generating new mitochondria.

PQQ is contained in fruits and vegetables and in human breast milk and is a plant growth factor and bacterial cofactor. Studies have shown that PQQ disodium salt (BioPQQ™) has positive effects on cognitive function and may have a protective effect on UVA irradiation-induced aging.[16 (https://pubmed.ncbi.nlm.nih.gov/16424117/),17 (https://www.spandidos-publications.com/10.3892/mmr.2015.3990)]

CONCLUSION

As pressure to be vaccinated for COVID mounts, it will be vital to discover methods to mitigate damage, especially for those who are required to be vaccinated due to employer requirements or other reasons.

In summary, the five substances discussed above are as follows, along with links to recommended sources:

1. Iodine (https://go.globalhealingcenter.com/c/435444/381642/5534?subId1=TTAC)
2. Zinc (http://go.globalhealingcenter.com/c/435444/791981/5534?subid1=TTAC)
3. Quercetin (http://go.globalhealingcenter.com/c/435444/899035/5534?subid1=TTAC)
4. Supercharged C60 (http://www.grafexsuperc60.com/)
5. PQQ

Also, **water only fasting** (for 1 week) has been shown to repair DNA damage and silence foreign mRNA. And taking **full spectrum hemp extract** is another excellent suggestion due to the positive effects on our endocannabinoid system, which regulate almost every internal function. We take this organic hemp extract (http://go.globalhealingcenter.com/c/435444/635539/5534?subid1=TTAC) every day!

Interestingly, Merck abandoned development of two COVID vaccines, saying that after extensive research it was concluded that the shots offered **less protection** than just contracting the virus itself and developing natural antibodies. On January 25th, they announced that the vaccines generated an 'inferior' immune system response in comparison

Doctors prove a Graphene like substance is being shed from the C-19 Vaccinated to the Unvaccinated, destroying Blood Cells & causing Strange Blood Clots

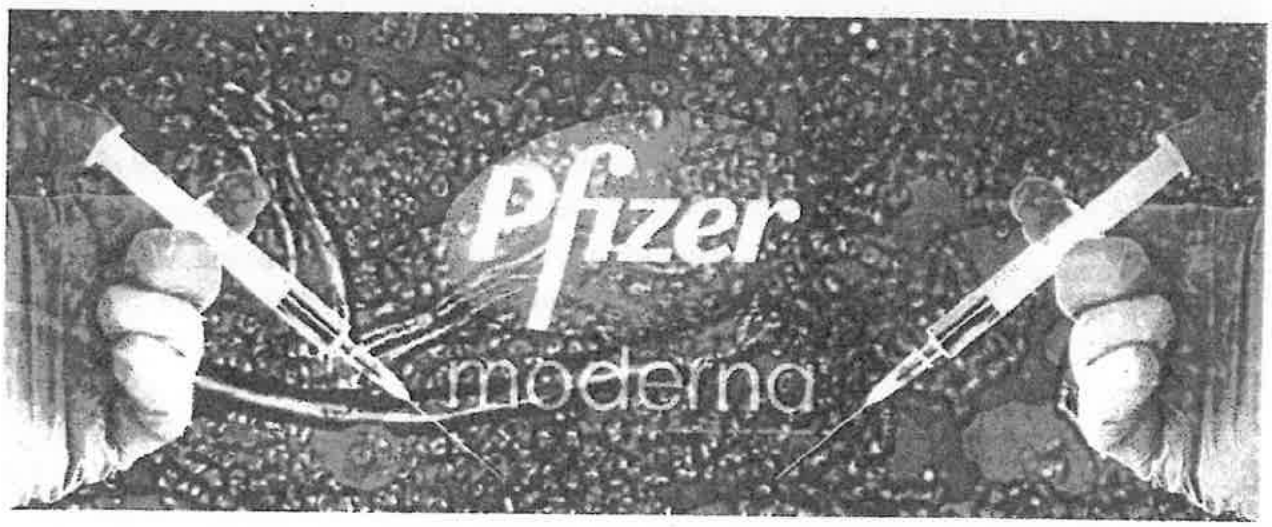
expose-news.com/2023/02/11/drs-graphene-shed-c19-vaccinated-to-unvaccinated

By The Exposé

February 11, 2023

In his latest set of slides of blood samples taken from both "vaccinated" and unvaccinated people, Dr. Philippe van Welbergen demonstrated that the graphene being injected into people is organising and growing into larger fibres and structures, gaining magnetic properties or an electrical charge and the fibres are showing indications of more complex structures with striations.

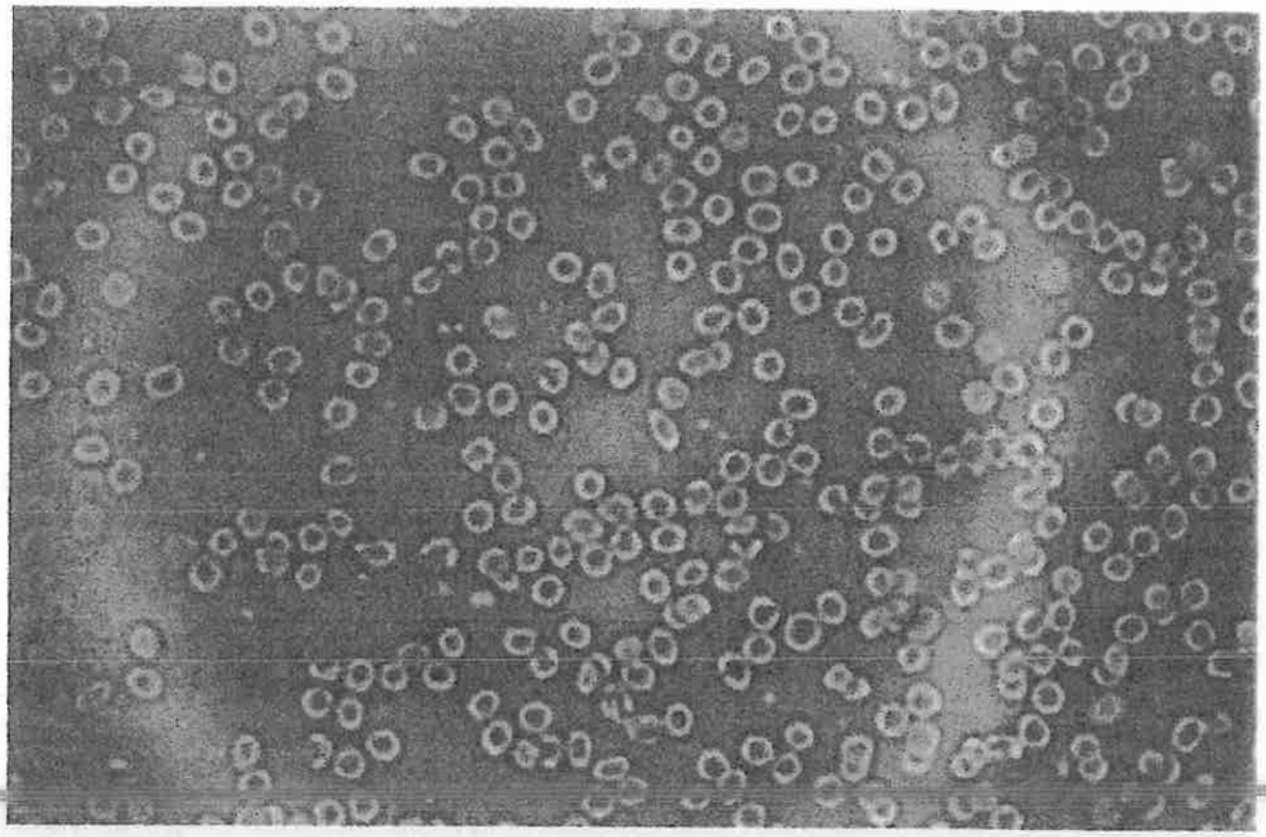
He also demonstrated that "shards" of graphene are being transmitted from "vaccinated" to vaccine-free or unvaccinated people destroying their red blood cells and causing blood clots in the unvaccinated.



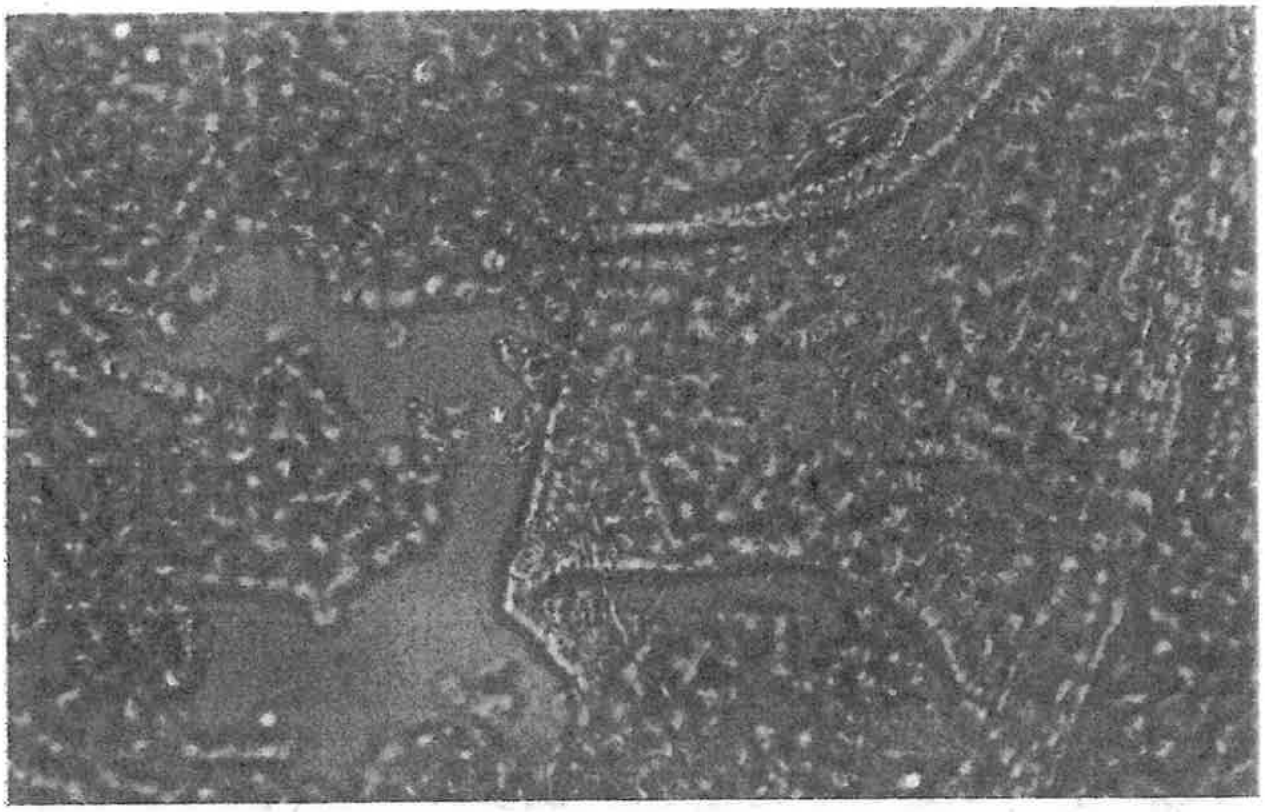
Let's not lose touch...Your Government and Big Tech are actively trying to censor the information reported by The Exposé to serve their own needs. Subscribe now to make sure you receive the latest uncensored news in your inbox...

Dr. Philippe van Welbergen ("Dr. Philippe"), Medical Director of Biomedical Clinics, was one of the first to warn the public of the damage being caused to people's blood by Covid injections by releasing images last year of blood samples under the microscope.

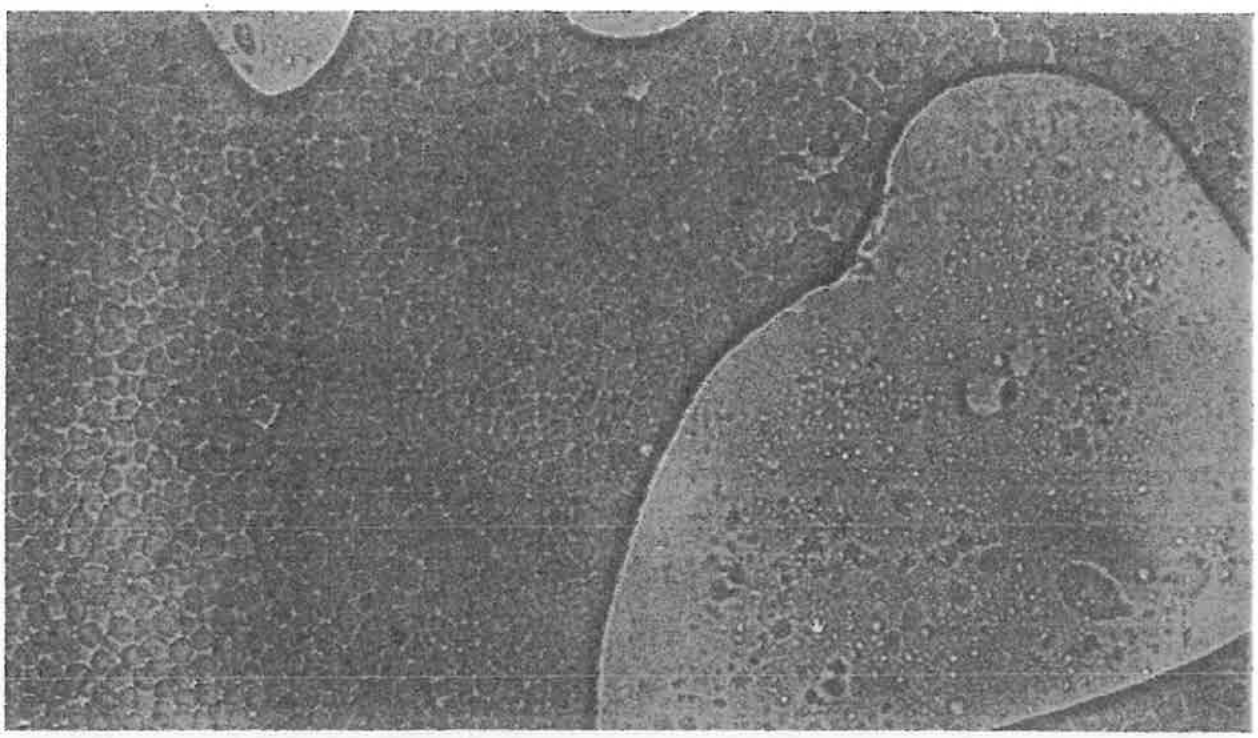
At the beginning of July 2021, Dr. Philippe, was interviewed on a South African community channel, *Loving Life TV*. He explained that when his patients started complaining about chronic fatigue, dizziness, memory issues, even sometimes paralysis and late onset of heavy



The next image is of a person who has been injected with the experimental Covid drug. The blood is coagulated, the misshapen red blood cells are clumped together. The cell encircled in the image is a healthy red blood cell, one of the few in the image, sitting alongside the graphene fibres. You can see the size of the graphene fibres in relation to the size of a red blood cell. Fibres of this size will block capillaries. You can also see the graphene fibres are hollow and contain red blood cells.



The image below is of a blood sample from a vaccine-free, or unvaccinated, three-year-old child. It shows pieces or "shards" of graphene that "are the result of shedding," in other words the graphene has been transmitted from "vaccinated" parents to their unvaccinated child.



Dr. Philippe's presentation is truly eye-opening and horrifying – a must-watch, especially for those who proclaim Covid injections are "safe" and are insisting people be injected. The Covid injections are weapons of genocide and how the people who have designed them are still walking free is incredible.

You can either watch the presentation below or on *Loving Life TV* HERE.

Loving Life TV: Dr Philippe (Part Two), The Blood Slides, 12 February 2022 (90 mins)

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Study ties COVID booster to startling spike in excess deaths





Study ties COVID booster to startling spike in excess deaths

Clark County Today News

Researchers examine data from one of world's most vaccinated nations

Art Moore

WND News Center (https://www.wnd.com/2022/07/study-ties-covid-booster-startling-spike-excess-deaths/)

A study based on weekly government data in New Zealand – one of the world's most vaccinated nations – found that the age groups most likely to have had COVID booster shots had up to 10% more excess deaths.

Excess mortality is the number of deaths from all causes above what would be typically expected in one year.

Authored by John Gibson, an economics professor at the University of Waikato in Hamilton, New Zealand, the study found there were 16 excess deaths per 100,000 booster doses in the country, amounting to more than 400 excess deaths, reported the website The Expose (https://expose-news.com/2022/07/07/study-10-rise-in-excess-mortality-after-boosters/).

Gibson said that if extrapolated, it amounted to 300,000 excess deaths worldwide.

In his paper, "The Rollout of COVID-19 Booster Vaccines is Associated with Rising Excess Mortality in New Zealand," the economist said the bottom line from his study is that the risks of the COVID vaccines outweigh any benefits.

"The ratio of vaccine risk to benefits likely has swung more towards risk than during the original randomised trials, due to dose-dependent adverse events and to fixation of immune responses on a variant no longer circulating," he wrote.

The study found that the age groups "most likely to use boosters had 7-10 percentage point rises in excess mortality rates as boosters were rolled out while the age group that is mostly too young for boosters saw no rise in excess mortality."

check the covid jab on Clark County Today.com many truthful articles



Physiological and Psychological Effects of Wearing Face Mask and Their Potential Health

https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7680614/

Physiological Effects: Hypoxemia, hypercapnia, shortness of breath, increase lactate concentration, decline in pH levels, Acidosis, goxicity, inflammation, self-contamination, increase in stress hormones level (adrenaline, noradrenaline and cortisol), increased muscle tension, immunosuppression

Psychological Effect: Activation of "fight or flight" stress response, chronic stress condition, fear, mood disturbances, insomnia, fatigue, compromised cognitive performance

Health Consequences: Increased predisposition for viral and infection illnesses, headaches, anxiety, depression, hypertension, cardiovascular disease, Cancer, diabetes, Alzheimer Disease, exacerbation of existing conditions and diseases, accelerated aging process, health deterioration, premature mortality

The normal breathing process is when you inhale, you are breathing in oxygen. When you exhale, you are breathing out carbon dioxide/CO^2. With prolonged use of masks, you are disrupting the normal airway, breathing process, and inhaling excessive carbon dioxide/CO2 instead of oxygen. Serious Concerns Over Mask and Carbon Dioxide Levels Health Freedom—Idaho July 3, 2020

Shocking Discovery CO^2 Behind the Mask after 90 seconds...



A simple experiment using a Carbon Dioxide Detector to measure CO^2 Carbon Dioxide behind the mask. Measuring the PPM Parts Per Million. The meter started at 1535 ppm and after 90 seconds reached 9521 ppm. **MIOSHA standards:** It is unsafe to be exposed to more than 5,000 ppm for 8 hours a day 40 hours a week. CO^2 is defined as an asphyxiant toxin per MIOSHA considered a toxin the air.



Carbon dioxide levels and potential health problems are indicated below:

- 250-350 ppm: background (normal) outdoor air level.
- 350-1,000 ppm: typical level found in occupied spaces with good air exchange
- 1,000-2,000 ppm: level associated with complaints of drowsiness and poor air
- 2,000-5,000 ppm: level associated with headaches, sleepiness, and stagnant, stale, stuffy air; poor concentration, loss of attention, increased heart rate and slight nausea may also be present.

> 5,000 ppm: This indicates unusual air conditions were high levels of other gases also could be present. Toxicity or oxygen deprivation could occur. This is the permissible exposure limit for daily workplace exposures.

Masks do not prevent virus respiratory illness: Size Matters!

Viruses are 50 times smaller than bacteria and 1000 x smaller than a hair

Size of virus = 0.1 micrometer (Influenza and SARS-CoV-2)

Surgical Mask are not effective at blocking particles smaller than 100 micrometers

The Corona Virus is a 1,000 times smaller than the openings of a medical and non-medical mask

Sanford University—**Baruch Vainshelboim**

NEJM.ORG 4/1/2020

TOWN OF HILLSBOROUGH
SAN MATEO COUNTY

Public Works Department
650/375-7444
Fax 650/548-0859

1600 Floribunda Avenue
Hillsborough
California, 94010

Results of Lead and Copper Testing for August 2004

October 4, 2004

Please Po

Hillsborough Fire Station #32
835 Chateau Drive
Hillsborough. CA 94010

Greetings,

The Hillsborough Public Works Department wishes to thank you for your participation in our August 2004 lead a copper monitoring program. We have received the results of the sample analyses for your home. They are show below in units of micrograms per liter [parts per billion]:

Your Lead Result: 5.7 **Your Copper Result:** 74.4

What does this data mean to you?
The *California Office of Environmental Health Hazard Assessment Public Health Goal* is **2 parts per billion** lead and **170 parts per billion for copper.** These goals represent the level of a contaminant in drinking w below which there is no known or expected risk to health. They were nearly met for the water in your faci Residents wishing to further reduce their exposure to lead or copper can easily do so without purchasing sp water filters. Simply flush the faucet for a minute or so if it wasn't used for more than six hours. Flushing the fa draws in the fresher lead-free municipal water from the water main into your home.

The EPA set action levels for water providers to take corrective action to reduce the occurrence of lead or copp residents' homes if more than 10% of the samples collected exceeded 15 parts per billion for lead and 1,300 part billion for copper. The fact that only 5% of the samples collected in Hillsborough exceeded the action level for shows that the corrosion control measures implemented by Hillsborough Public Works last year to reduce lead copper levels at residents' homes have been successful.

We appreciate that many of our customers are increasingly interested in their drinking water. If you would more information regarding the water in Hillsborough, please pick up a free copy of last year's **2003 Water Qu Report** at Town Hall, located at the corner of Floribunda Avenue and El Camino Real. You are welcome to di specific questions regarding your water with Hillsborough Water Department's Water Quality Technician, Mr. Race at (650) 375-7546

Thanks for your cooperation!

Hillsborough Water Department

Urge Your Senators to Co-Sponsor the Safe Chemicals Act

Recommend 423 Send Tweet



signatures: 22,493

deadline: ongoing

signature goal: 30,000

Target: U.S. Senate
Sponsored by: Natural Resources Defense Council

The current version of the Toxic Substances Control Act, enacted in 1976, *has allowed thousands of industrial chemicals -- used in children's products, cleaning products, toys, furniture, electronics and many other products -- to reach consumers* ***without safety testing.***

To make matters worse, the law drastically limits the EPA's ability to obtain information from companies about the potential environmental and health effects of the chemicals they produce.

All of this results in our families being at risk of serious health issues from the products we use every day.

The Safe Chemicals Act would require a review of chemicals to ensure their safety, and expand the public's right to know about the health and environmental impacts of chemicals.

We need a major overhaul of our chemical laws. Urge your senators to co-sponsor the Safe Chemicals Act (S. 847) today.

Wynn, You signed on June 30, 2012.
Your signature has been delivered to:
U.S. Senate



Join the Fight to Save Rhinos from Poaching
signatures: 40,318
sign petition



Don't Drown out Dolphins' Voices
signatures: 6,021
sign petition



Help Save Endangered Belugas from Big Oil's Airgun Attack!
signatures: 10,159
sign petition

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we signed "Urge Your Senators to Co-Sponsor the Safe Chemicals Act"

# 22,495	17:43, Jul 08, Holly Brown, FL
# 22,494	17:43, Jul 08, Ms. Rudena Gambles, FL
# 22,493	17:38, Jul 08, Mrs. Jenny Jones, SC
# 22,492	17:36, Jul 08, Mrs. Marge Bizjak, WI
# 22,491	17:36, Jul 08, Mrs. CATHERINE BOHRER, VA
# 22,490	17:36, Jul 08, Ms. Lori Jenkins, TX
# 22,489	17:34, Jul 08, Ms. Jean Herbert, AZ
# 22,488	17:33, Jul 08, Mrs. Karin Smith, NV
# 22,487	17:28, Jul 08, Mrs. Julie Barnes, VA
# 22,486	17:27, Jul 08, Ms. Myra Summerlot, IN
# 22,485	17:27, Jul 08, Mr. Marshal Jenkins, AR

Why U.S. Environmental Protection Agency scientists opposes artificial water fluoridation

EPA Union explains why they are opposed to the fluoridation of public water supplies

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Letter and References explaining why the United States Environmental Protection Agency (EPA) Scientists are opposed to the fluoridation of public water supplies. See also:

- Statement of Dr. J. William Hirzy, National Treasury Employees Union Chapter 280, before The Subcommittee on Wildlife, Fisheries and Drinking Water, United States Senate, June 29, 2000
- EPA scientists take action against EPA for failing to protect public health -- Important scientific and technical considerations were ignored when the Recommended Maximum Contaminant Level (RMCL) for fluoride was set (1986 Amicus Brief).
- The need for a Code of Ethics at the EPA became critical. Without an enforceable code of ethics with sanctions, the distortion of truth caused by the pressures of politics would continue.
- Environmental Protection Agency Union fights back



CHAPTER 280
P.O. BOX 76082
WASHINGTON, DC 20013
202-260-2383(V)
202-401-3139(F)

May 1, 1999

WHY EPA'S HEADQUARTERS UNION OF SCIENTISTS OPPOSES FLUORIDATION

The following documents why our union, formerly National Federation of Federal Employees Local 2050 and since April 1998 Chapter 280 of the National Treasury Employees Union, took the stand it did opposing fluoridation of drinking water supplies. Our union is comprised of and represents the approximately 1500 scientists, lawyers, engineers and other professional employees at EPA Headquarters here in Washington, D.C.

The union first became interested in this issue rather by accident. Like most Americans, including many physicians and dentists, most of our members had thought that fluoride's only effects were beneficial - reductions in tooth decay, etc. We too believed assurances of safety and effectiveness of water fluoridation.

Then, as EPA was engaged in revising its drinking water standard for fluoride in 1985, an employee came to the union with a complaint: he said he was being forced to write into the regulation a statement to the effect that EPA thought it was alright for children to have "funky" teeth. It was OK, EPA said,

because it considered that condition to be only a *cosmetic* effect, not an adverse *health* effect. The reason for this EPA position was that it was under political pressure to set its health-based standard for fluoride at 4 mg/liter. At that level, EPA knew that a significant number of children develop moderate to severe dental fluorosis, but since it had deemed the effect as only cosmetic, EPA didn't have to set its health-based standard at a lower level to prevent it.

We tried to settle this ethics issue quietly, within the family, but EPA was unable or unwilling to resist external political pressure, and we took the fight public with a union ***amicus curiae*** brief in a lawsuit filed against EPA by a public interest group. The union has published on this initial involvement period in detail.[1]

Since then our opposition to drinking water fluoridation has grown, based on the scientific literature documenting the increasingly out-of-control exposures to fluoride, the lack of benefit to dental health from ingestion of fluoride and the hazards to human health from such ingestion. These hazards include acute toxic hazard, such as to people with impaired kidney function, as well as chronic toxic hazards of gene mutations, cancer, reproductive effects, neurotoxicity, bone pathology and dental fluorosis. First, a review of recent neurotoxicity research results.

In 1995, Mullenix and co-workers[2] showed that rats given fluoride in drinking water at levels that give rise to plasma fluoride concentrations in the range seen in humans suffer neurotoxic effects that vary according to when the rats were given the fluoride - as adult animals, as young animals, or through the placenta before birth. Those exposed before birth were born hyperactive and remained so throughout their lives. Those exposed as young or adult animals displayed depressed activity. Then in 1998, Guan and co-workers[3] gave doses similar to those used by the Mullenix research group to try to understand the mechanism(s) underlying the effects seen by the Mullenix group. Guan's group found that several key chemicals in the brain - those that form the membrane of brain cells - were substantially depleted in rats given fluoride, as compared to those who did not get fluoride.

Another 1998 publication by Varner, Jensen and others[4] reported on the brain- and kidney damaging effects in rats that were given fluoride in drinking water at the same level deemed "optimal" by pro-fluoridation groups, namely 1 part per million (1 ppm). Even more pronounced damage was seen in animals that got the fluoride in conjunction with aluminum. These results are especially disturbing because of the low dose level of fluoride that shows the toxic effect in rats - rats are more resistant to fluoride than humans. This latter statement is based on Mullenix's finding that it takes substantially more fluoride in the drinking water of rats than of humans to reach the same fluoride level in plasma. It is the level in plasma that determines how much fluoride is "seen" by particular tissues in the body. So when rats get 1 ppm in drinking water, their brains and kidneys are exposed to much less fluoride than humans getting 1 ppm, yet they are experiencing toxic effects. Thus we are compelled to consider the likelihood that humans are experiencing damage to their brains and kidneys at the "optimal" level of 1 ppm.

In support of this concern are results from two epidemiology studies from China[5, 6] that show decreases in I.Q. in children who get more fluoride than the control groups of children in each study. These decreases are about 5 to 10 I.Q. points in children aged 8 to 13 years.

Another troubling brain effect has recently surfaced: fluoride's interference with the function of the brain's pineal gland. The pineal gland produces melatonin which, among other roles, mediates the body's internal clock, doing such things as governing the onset of puberty. Jennifer Luke[7] has shown that fluoride accumulates in the pineal gland and inhibits its production of melatonin. She showed in test animals that this inhibition causes an earlier onset of sexual maturity, an effect reported in humans as well in 1956, as part of the Kingston/Newburgh study, which is discussed below. In fluoridated Newburgh, young girls experienced earlier onset of menstruation (on average, by six months) than girls

in non-fluoridated Kingston.[8]

From a risk assessment perspective, all these brain effect data are particularly compelling and disturbing because they are convergent.

We looked at the cancer data with alarm as well. There are epidemiology studies that are convergent with whole-animal and single-cell studies (dealing with the cancer hazard), just as the neurotoxicity research just mentioned all points in the same direction. EPA fired the Office of Drinking Water's chief toxicologist, Dr. William Marcus, who also was our local union's treasurer at the time, for refusing to remain silent on the cancer risk issue.[9] The judge who heard the lawsuit he brought against EPA over the firing made that finding - that EPA fired him over his fluoride work and not for the phony reason put forward by EPA management at his dismissal. Dr. Marcus won his lawsuit and is again at work at EPA. Documentation is available on request.

The type of cancer of particular concern with fluoride, although not the only type, is osteosarcoma, especially in males. The National Toxicology Program conducted a two-year study[10] in which rats and mice were given sodium fluoride in drinking water. The positive result of that study (in which malignancies in tissues other than bone were also observed), particularly in male rats, is convergent with a host of data from tests showing fluoride's ability to cause mutations (a principal "trigger" mechanism for inducing a cell to become cancerous) e.g.[11a, b, c, d] and data showing increases in osteosarcomas in young men in New Jersey[12] , Washington and Iowa[13] based on their drinking fluoridated water. It was his analysis, repeated statements about all these and other incriminating cancer data, and his requests for an independent, unbiased evaluation of them that got Dr. Marcus fired.

Bone pathology other than cancer is a concern as well. An excellent review of this issue was published by Diesendorf et al. in 1997.[14] Five epidemiology studies have shown a higher rate of hip fractures in fluoridated vs. non-fluoridated communities.[15a, b, c, d, e] Crippling skeletal fluorosis was the endpoint used by EPA to set its primary drinking water standard in 1986, and the ethical deficiencies in that standard setting process prompted our union to join the Natural Resources Defense Council in opposing the standard in court, as mentioned above.

Regarding the effectiveness of fluoride in reducing dental cavities, there has not been any double-blind study of fluoride's effectiveness as a caries preventative. There have been many, many small scale, selective publications on this issue that proponents cite to justify fluoridation, but the largest and most comprehensive study, one done by dentists trained by the National Institute of Dental Research, on over 39,000 school children aged 5-17 years, shows no significant differences (in terms of decayed, missing and filled teeth) among caries incidences in fluoridated, non-fluoridated and partially fluoridated communities.[16] The latest publication[17] on the fifty-year fluoridation experiment in two New York cities, Newburgh and Kingston, shows the same thing. The only significant difference in dental health between the two communities as a whole is that fluoridated Newburgh, N.Y. shows about twice the incidence of dental fluorosis (the first, visible sign of fluoride chronic toxicity) as seen in non-fluoridated Kingston.

John Colquhoun's publication on this point of efficacy is especially important.[18] Dr. Colquhoun was Principal Dental Officer for Auckland, the largest city in New Zealand, and a staunch supporter of fluoridation - until he was given the task of looking at the world-wide data on fluoridation's effectiveness in preventing cavities. The paper is titled, "Why I changed My Mind About Water Fluoridation." In it Colquhoun provides details on how data were manipulated to support fluoridation in English speaking countries, especially the U.S. and New Zealand. This paper explains why an ethical public health professional was compelled to do a 180 degree turn on fluoridation.

Further on the point of the tide turning against drinking water fluoridation, statements are now coming from other dentists in the pro-fluoride camp who are starting to warn that topical fluoride (e.g. fluoride

in tooth paste) is the only significantly beneficial way in which that substance affects dental health.[19, 20, 21] However, if the concentrations of fluoride in the oral cavity are sufficient to inhibit bacterial enzymes and cause other bacteriostatic effects, then those concentrations are also capable of producing adverse effects in mammalian tissue, which likewise relies on enzyme systems. This statement is based not only on common sense, but also on results of mutation studies which show that fluoride can cause gene mutations in mammalian and lower order tissues at fluoride concentrations estimated to be present in the mouth from fluoridated tooth paste.[22] Further, there were tumors of the oral cavity seen in the NTP cancer study mentioned above, further strengthening concern over the toxicity of topically applied fluoride.

In any event, a person can choose whether to use fluoridated tooth paste or not (although finding non-fluoridated kinds is getting harder and harder), but one cannot avoid fluoride when it is put into the public water supplies.

So, in addition to our concern over the toxicity of fluoride, we note the uncontrolled - and apparently uncontrollable - exposures to fluoride that are occurring nationwide via drinking water, processed foods, fluoride pesticide residues and dental care products. A recent report in the lay media[23] that, according to the Centers for Disease Control, at least 22 percent of America's children now have dental fluorosis, is just one indication of this uncontrolled, excess exposure. The finding of nearly 12 percent incidence of dental fluorosis among children in un-fluoridated Kingston New York[17] is another. For governmental and other organizations to continue to push for *more* exposure in the face of current levels of over-exposure coupled with an increasing crescendo of adverse toxicity findings is irrational and irresponsible at best.

Thus, we took the stand that a policy which makes the public water supply a vehicle for disseminating this toxic and prophylactically useless (via ingestion, at any rate) substance is wrong.

We have also taken a direct step to protect the employees we represent from the risks of drinking fluoridated water. We applied EPA's risk control methodology, the Reference Dose, to the recent neurotoxicity data. The Reference Dose is the daily dose, expressed in milligrams of chemical per kilogram of body weight, that a person can receive over the long term with reasonable assurance of safety from adverse effects. Application of this methodology to the Varner et al.[4] data leads to a Reference Dose for fluoride of 0.000007 mg/kg-day. Persons who drink about one quart of fluoridated water from the public drinking water supply of the District of Columbia while at work receive about 0.01mg/kg-day from that source alone. This amount of fluoride is more than 100 times the Reference Dose. On the basis of these results the union filed a grievance, asking that EPA provide un-fluoridated drinking water to its employees.

The implication for the general public of these calculations is clear. Recent, peer-reviewed toxicity data, when applied to EPA's standard method for controlling risks from toxic chemicals, require an immediate halt to the use of the nation's drinking water reservoirs as disposal sites for the toxic waste of the phosphate fertilizer industry.[24]

This document was prepared on behalf of the National Treasury Employees Union Chapter 280 by Chapter Senior Vice-President J. William Hirzy, Ph.D. For more information please call Dr. Hirzy at 202-260-4683. His E-mail address is hirzy.john@epa.gov

END NOTE LITERATURE CITATIONS

1. Applying the NAEP code of ethics to the Environmental Protection Agency and the fluoride in drinking water standard. Carton, R.J. and Hirzy, J.W. *Proceedings of the 23rd Ann. Conf. of the National Association of Environmental Professionals. 20-24 June, 1998.* GEN 51-61.

2. Neurotoxicity of sodium fluoride in rats. Mullenix, P.J., Denbesten, P.K., Schunior, A. and Kernan,

W.J. *Neurotoxicol. Teratol.* 17 169-177 (1995)

3. Influence of chronic fluorosis on membrane lipids in rat brain. Z.Z. Guan, Y.N. Wang, K.Q. Xiao, D.Y. Dai, Y.H. Chen, J.L. Liu, P. Sindelar and G. Dallner, *Neurotoxicology and Teratology* 20 537-542 (1998).

4. Chronic administration of aluminum- fluoride or sodium-fluoride to rats in drinking water: alterations in neuronal and cerebrovascular integrity. Varner, J.A., Jensen, K.F., Horvath, W. And Isaacson, R.L. *Brain Research* 784 284-298 (1998).

5. Effect of high fluoride water supply on children's intelligence. Zhao, L.B., Liang, G.H., Zhang, D.N., and Wu, X.R. *Fluoride* 29 190-192 (1996)

6. Effect of fluoride exposure on intelligence in children. Li, X.S., Zhi, J.L., and Gao, R.O. *Fluoride* 28 (1995).

7. Effect of fluoride on the physiology of the pineal gland. Luke, J.A. *Caries Research* 28 204 (1994).

8. Newburgh-Kingston caries-fluorine study XIII. Pediatric findings after ten years. Schlesinger, E.R., Overton, D.E., Chase, H.C., and Cantwell, K.T. *JADA* 52 296-306 (1956).

9. Memorandum dated May 1, 1990. *Subject*: Fluoride Conference to Review the NTP Draft Fluoride Report; *From*: Wm. L. Marcus, Senior Science Advisor ODW; *To*: Alan B. Hais, Acting Director Criteria & Standards Division ODW.

10. Toxicology and carcinogenesis studies of sodium fluoride in F344/N rats and B6C3F$_1$ mice. *NTP Report No. 393* (1991).

11a. Chromosome aberrations, sister chromatid exchanges, unscheduled DNA synthesis and morphological neoplastic transformation in Syrian hamster embryo cells. Tsutsui et al. *Cancer Research* 44 938-941 (1984).

11b. Cytotoxicity, chromosome aberrations and unscheduled DNA synthesis in cultured human diploid fibroblasts. Tsutsui et al. *Mutation Research* 139 193-198 (1984).

11c. Positive mouse lymphoma assay with and without S-9 activation; positive sister chromatid exchange in Chinese hamster ovary cells with and without S-9 activation; positive chromosome aberration without S-9 activation. Toxicology and carcinogenesis studies of sodium fluoride in F344/N rats and B6C3F$_1$ mice. *NTP Report No. 393* (1991).

11d. An increase in the number of Down's syndrome babies born to younger mothers in cities following fluoridation. *Science and Public Policy* 12 36-46 (1985).

12. A brief report on the association of drinking water fluoridation and the incidence of osteosarcoma among young males. Cohn, P.D. *New Jersey Department of Health* (1992).

13. Surveillance, epidemiology and end results (SEER) program. National Cancer Institute in *Review of fluoride benefits and risks*. Department of Health and Human Services. F1-F7 (1991).

14. New evidence on fluoridation. Diesendorf, M., Colquhoun, J., Spittle, B.J., Everingham, D.N., and Clutterbuck, F.W. *Australian and New Zealand J. Public Health.* 21 187-190 (1997).

15a. Regional variation in the incidence of hip fracture: U.S. white women aged 65 years and older. Jacobsen, S.J., Goldberg, J., Miles, ,T.P. et al. *JAMA* 264 500-502 (1990)

15b. Hip fracture and fluoridation in Utah's elderly population. Danielson, C., Lyon, J.L., Egger, M., and Goodenough, G.K. *JAMA* 268 746-748 (1992).

15c. The association between water fluoridation and hip fracture among white women and men aged 65 years and older: a national ecological study. Jacobsen, S.J., Goldberg, J., Cooper, C. and Lockwood, S.A. *Ann. Epidemiol.*2 617-626 (1992).

15d. Fluorine concentration is drinking water and fractures in the elderly [letter]. Jacqmin-Gadda, H., Commenges, D. and Dartigues, J.F. *JAMA* 273 775-776 (1995).

15e. Water fluoridation and hip fracture [letter]. Cooper, C., Wickham, C.A.C., Barker, D.J.R. and Jacobson, S.J. *JAMA* 266 513-514 (1991).

16. Water fluoridation and tooth decay: Results from the 1986-1987 national survey of U.S. school children. Yiamouyiannis, J. *Fluoride* 23 55-67 (1990).

17. Recommendations for fluoride use in children. Kumar, J.V. and Green, E.L. *New York State Dent. J.* (1998) 40-47.

18. Why I changed my mind about water fluoridation. Colquhoun, J. *Perspectives in Biol. And Medicine* 41 29-44 (1997).

19. A re-examination of the pre-eruptive and post-eruptive mechanism of the anti-caries effects of fluoride: is there any anti-caries benefit from swallowing fluoride? Limeback, H. *Community Dent. Oral Epidemiol.* 27 62-71 (1999).

20. Fluoride supplements for young children: an analysis of the literature focussing on benefits and risks. Riordan, P.J. *Community Dent. Oral Epidemiol.* 27 72-83 (1999).

21. Prevention and reversal of dental caries: role of low level fluoride. Featherstone, J.D. *Community Dent. Oral Epidemiol.* 27 31-40 (1999).

22. Appendix H. *Review of fluoride benefits and risks*. Department of Health and Human Services. H1-H6 (1991).

23. Some young children get too much fluoride. Parker-Pope, T. *Wall Street Journal* Dec. 21, 1998.

24. Letter from Rebecca Hanmer, Deputy Assistant Administrator for Water, to Leslie Russell re: EPA view on use of by-product fluosilicic (sic) acid as low cost source of fluoride to water authorities. March 30, 1983.

OTHER CITATIONS (This short list does not include the entire literature on fluoride effects)

a. Exposure to high fluoride concentrations in drinking water is associated with decreased birth rates. Freni, S.C. J. *Toxicol. Environ. Health* 42 109-121 (1994)

b. Ameliorative effects of reduced food-borne fluoride on reproduction in silver foxes. Eckerlin, R.H., Maylin, G.A., Krook, L., and Carmichael, D.T. *Cornell Vet.* 78 75-91 (1988).

c. Milk production of cows fed fluoride contaminated commercial feed. Eckerlin, R.H., Maylin, G.A., and Krook, L. *Cornell Vet.* 76 403-404 (1986).

d. Maternal-fetal transfer of fluoride in pregnant women. Calders, R., Chavine, J., Fermanian, J., Tortrat, D., and Laurent, A.M. *Biol. Neonate* 54 263-269 (1988).

e. Effects of fluoride on screech owl reproduction: teratological evaluation, growth, and blood chemistry in hatchlings. Hoffman, D.J., Pattee, O.H., and Wiemeyer, S.N. *Toxicol. Lett.* 26 19-24 (1985).

f. Fluoride intoxication in dairy calves. Maylin, G.A., Eckerlin, R.H., and Krook, L. *Cornell Vet.* 77 84-98 (1987).

g. Fluoride inhibition of protein synthesis. Holland, R.I. *Cell Biol. Int. Rep.* 3 701-705 (1979).

h. An unexpectedly strong hydrogen bond: ab initio calculations and spectroscopic studies of amide-fluoride systems. Emsley, J., Jones, D.J., Miller, J.M., Overill, R.E. and Waddilove, R.A. *J. Am. Chem. Soc.* 103 24-28 (1981).

i. The effect of sodium fluoride on the growth and differentiation of human fetal osteoblasts. Song, X.D., Zhang, W.Z., Li, L.Y., Pang, Z.L., and Tan, Y.B. *Fluoride* 21 149-158 (1988).

j. Modulation of phosphoinositide hydrolysis by NaF and aluminum in rat cortical slices. Jope, R.S. J. *Neurochem.* 51 1731-1736 (1988).

k. The crystal structure of fluoride-inhibited cytochrome *c* peroxidase. Edwards, S.L., Poulos, T.L., Kraut, J. *J. Biol. Chem.* 259 12984-12988 (1984).

l. Intracellular fluoride alters the kinetic properties of calcium currents facilitating the investigation of synaptic events in hippocampal neurons. Kay, A.R., Miles, R., and Wong, R.K.S. *J. Neurosci.* 6 2915-2920 (1986).

m. Fluoride intoxication: a clinical-hygienic study with a review of the literature and some experimental investigations. Roholm, K. H.K. Lewis Ltd (London) (1937).

n. Toxin-induced blood vessel inclusions caused by the chronic administration of aluminum and sodium fluoride and their implications for dementia. Isaacson, R.L., Varner, J.A., and Jensen, K. F. *Ann. N.Y. Acad. Sci.* 825 152-166 (1997).

o. Allergy and hypersensitivity to fluoride. Spittle, B. *Fluoride* 26 267-273 (1993)

Bok: The Fluoride Deception by CBryson

TOXIC SECRETS

Fluoride & the A-Bomb Program

During the ultra-secret Manhattan Project, a report was commissioned to assess the effect of fluoride on humans.

That report was classified "secret" for reasons of "national security".

by Joel Griffiths and Chris Bryson © 1997

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Some 50 years after United States authorities began adding fluoride to public water supplies to reduce cavities in children's teeth, recently discovered declassified government documents are shedding new light on the roots of that still-controversial public health measure, revealing a surprising connection between the use of fluoride and the dawning of the nuclear age.

Today, two-thirds of US public drinking water is fluoridated. Many municipalities still resist the practice, disbelieving the government's assurances of safety.

Since the days of World War II when the US prevailed by building the world's first atomic bomb, the nation's public health leaders have maintained that low doses of fluoride are safe for people and good for children's teeth.

That safety verdict should now be re-examined in the light of hundreds of once-secret WWII-era documents obtained by these reporters [authors Griffiths and Bryson], including declassified papers of the Manhattan Project—the ultra-secret US military program that produced the atomic bomb.

Fluoride was the key chemical in atomic bomb production, according to the documents. Massive quantities—millions of tons—were essential for the manufacture of bomb-grade uranium and plutonium for nuclear weapons throughout the Cold War. One of the most toxic chemicals known, fluoride emerged as the leading chemical health hazard of the US atomic bomb program, both for workers and for nearby communities, the documents reveal.

Other revelations include:

• Much of the original proof that fluoride is safe for humans in low doses was generated by A-bomb program scientists who had been secretly ordered to provide "evidence useful in litigation" against defence contractors for fluoride injury to citizens. The first lawsuits against the American A-bomb program were not over radiation, but over fluoride damage, the documents show.

• Human studies were required. Bomb program researchers played a leading role in the design and implementation of the most extensive US study of the health effects of fluoridating public drinking water, conducted in Newburgh, New York, from 1945 to 1955. Then, in a classified operation code-named "Program F", they secretly gathered and analysed blood and tissue samples from Newburgh citizens with the cooperation of New York State Health Department personnel.

• The original, secret version (obtained by these reporters) of a study published by Program F scientists in the August 1948 *Journal of the American Dental Association*[1] shows that evidence of adverse health effects from fluoride was censored by the US Atomic Energy Commission (AEC)—considered the most powerful of Cold War agencies—for reasons of "national security".

• The bomb program's fluoride safety studies were conducted at the University of Rochester—site of one of the most notorious human radiation experiments of the Cold War, in which unsuspecting hospital patients were injected with toxic doses of radioactive plutonium. The fluoride studies were conducted with the same ethical mindset, in which "national security" was paramount.

EVIDENCE OF FLUORIDE'S ADVERSE HEALTH EFFECTS

The US Government's conflict of interest and its motive to prove fluoride safe in the furious debate over water fluoridation since the 1950s has only now been made clear to the general public, let alone to civilian researchers, health professionals and journalists.

The declassified documents resonate with a growing body of scientific evidence and a chorus of questions about the health effects of fluoride in the environment.

Human exposure to fluoride has mushroomed since World War II due not only to fluoridated water and toothpaste but to environmental pollution by major industries, from aluminium to pesticides, where fluoride is a critical industrial chemical as well as a hazardous by-product.

The impact can be seen literally in the smiles of our children. Large numbers (up to 80 per cent in some cities) of young Americans now have dental fluorosis, the first visible sign of excessive fluoride exposure according to the US National Research Council. (The signs are whitish flecks or spots, particularly on the front teeth, or dark spots or stripes in more severe cases.)

Less known to the public is that fluoride also accumulates in bones. "The teeth are windows to what's happening in the bones," explained Paul Connett, Professor of Chemistry at St Lawrence University, New York, to these reporters. In recent years, paediatric bone specialists have expressed alarm about an increase in stress fractures among young people in the US. Connett and other scientists are concerned that fluoride—linked to bone damage in studies since the 1930s—may be a contributing factor.

The declassified documents add [illegible] much of the original proof that low-dose fluoride is safe for children's bones came from US bomb program scientists, according to this investigation.

The declassified documents resonate with a growing body of scientific evidence and a chorus of questions about the health effects of fluoride in the environment.

Now, researchers who have reviewed these declassified documents fear that Cold War national security considerations may have prevented objective scientific investigation of vital public health questions concerning fluoride.

"Information was buried," concludes Dr Phyllis Mullenix, former head of toxicology at Forsyth Dental Center in Boston and a critic of fluoridation. Animal studies which Mullenix and co-workers conducted at Forsyth in the early 1990s indicated that fluoride was a powerful central nervous system (CNS) toxin and might adversely affect human brain functioning even at low doses. (New epidemiological evidence from China adds support, showing a correlation between low-dose fluoride exposure and diminished IQ in children.) Mullenix's results were published in 1995 in a reputable peer-reviewed scientific journal.[2]

During her investigation, Mullenix was astonished to discover there had been virtually no previous US studies of fluoride's effects on the human brain. Then, her application for a grant to continue her CNS research was turned down by the US National Institutes of Health (NIH), when an NIH panel flatly told her that "fluoride does not have central nervous system effects".

Declassified documents of the US atomic bomb program indicate otherwise. A Manhattan Project memorandum of 29 April 1944 states: "Clinical evidence suggests that uranium hexafluoride may have a rather marked central nervous system effect... It seems most likely that the F [code for fluoride] component rather than the U [code for uranium] is the causative factor." The memo, by a captain in the medical corps, is stamped SECRET and is addressed to Colonel Stafford Warren, head of the Manhattan Project's Medical Section. Colonel Warren is asked to approve a program of animal research on CNS effects. "Since work with these compounds is essential, it will be necessary to know in advance what mental effects may occur after exposure... This is important not only to protect a given individual, but also to prevent a confused workman from injuring others by improperly performing his duties."

On the same day, Colonel Warren approved the CNS research program. This was in 1944, at the height of World War II and the US nation's race to build the world's first atomic bomb.

For research on fluoride's CNS effects to be approved at such a momentous time, the supporting evidence set forth in the proposal forwarded along with the memo must have been persuasive. The proposal, however, is missing from the files at the US National Archives. "If you find the memos but the document they refer to is missing, it's probably still classified," said Charles Reeves, chief librarian at the Atlanta branch of the US National Archives and Records Administration where the memos were found. Similarly, no results of the Manhattan Project's fluoride CNS research could be found in the files.

After reviewing the memos, Mullenix declared herself "flabbergasted". "How could I be told by NIH that fluoride has no central nervous system effects, when these documents were sitting there all the time?" She reasons that the Manhattan Project did do fluoride CNS studies: "That kind of warning, that fluoride workers might be a danger to the bomb program by improperly performing their duties—I can't imagine that would be ignored." But she suggests that the results were buried because of the difficult legal and public relations problems they might create for the government.

The author of the 1944 CNS research proposal attached to the 29 April memo was Dr Harold C. Hodge—at the time, chief of fluoride toxicology studies for the University of Rochester division of the Manhattan Project.

Nearly 50 years later at the Forsyth Dental Center in Boston, Dr Mullenix was introduced to a gently ambling elderly man, brought in to serve as a consultant on her CNS research. This man was Harold C. Hodge. By then, Hodge had achieved status emeritus as a world authority on fluoride safety. "But even though he was supposed to be helping me," said Mullenix, "he never once mentioned the CNS work he had done for the Manhattan Project."

The "black hole" in fluoride CNS research since the days of the Manhattan Project is unacceptable to Mullenix who refuses to abandon the issue. "There is so much fluoride exposure now, and we simply do not know what it is doing. You can't just walk away from this."

Dr Antonio Noronha, an NIH scientific review advisor familiar with Dr Mullenix's grant request, told us that her proposal was rejected by a scientific peer-review group. He termed her claim of institutional bias against fluoride CNS research "far-fetched". He then added: "We strive very hard at NIH to make sure politics does not enter the picture."[3]

THE NEW JERSEY FLUORIDE POLLUTION INCIDENT

The documentary trail begins at the height of World War II, in 1944, when a severe pollution incident occurred downwind of the E.I. DuPont de Nemours Company chemical factory in Deepwater, New Jersey. The factory was then producing millions of pounds of fluoride for the Manhattan Project whose scientists

Why U.S. Environmental Protection Agency scientists opposes artificial water fluoridation

EPA Union explains why they are opposed to the fluoridation of public water supplies

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Letter and References explaining why the United States Environmental Protection Agency (EPA) Scientists are opposed to the fluoridation of public water supplies. See also:

- Statement of Dr. J. William Hirzy, National Treasury Employees Union Chapter 280, before The Subcommittee on Wildlife, Fisheries and Drinking Water, United States Senate, June 29, 2000
- EPA scientists take action against EPA for failing to protect public health -- Important scientific and technical considerations were ignored when the Recommended Maximum Contaminant Level (RMCL) for fluoride was set (1986 Amicus Brief).
- The need for a Code of Ethics at the EPA became critical. Without an enforceable code of ethics with sanctions, the distortion of truth caused by the pressures of politics would continue.
- Environmental Protection Agency Union fights back

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CHAPTER 280
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WHY EPA'S HEADQUARTERS UNION OF SCIENTISTS OPPOSES FLUORIDATION

The following documents why our union, formerly National Federation of Federal Employees Local 2050 and since April 1998 Chapter 280 of the National Treasury Employees Union, took the stand it did opposing fluoridation of drinking water supplies. Our union is comprised of and represents the approximately 1500 scientists, lawyers, engineers and other professional employees at EPA Headquarters here in Washington, D.C.

The union first became interested in this issue rather by accident. Like most Americans, including many physicians and dentists, most of our members had thought that fluoride's only effects were beneficial - reductions in tooth decay, etc. We too believed assurances of safety and effectiveness of water fluoridation.

Then, as EPA was engaged in revising its drinking water standard for fluoride in 1985, an employee came to the union with a complaint: he said he was being forced to write into the regulation a statement to the effect that EPA thought it was alright for children to have "funky" teeth. It was OK, EPA said,

because it considered that condition to be only a *cosmetic* effect, not an adverse *health* effect. The reason for this EPA position was that it was under political pressure to set its health-based standard for fluoride at 4 mg/liter. At that level, EPA knew that a significant number of children develop moderate to severe dental fluorosis, but since it had deemed the effect as only cosmetic, EPA didn't have to set its health-based standard at a lower level to prevent it.

We tried to settle this ethics issue quietly, within the family, but EPA was unable or unwilling to resist external political pressure, and we took the fight public with a union *amicus curiae* brief in a lawsuit filed against EPA by a public interest group. The union has published on this initial involvement period in detail.[1]

Since then our opposition to drinking water fluoridation has grown, based on the scientific literature documenting the increasingly out-of-control exposures to fluoride, the lack of benefit to dental health from ingestion of fluoride and the hazards to human health from such ingestion. These hazards include acute toxic hazard, such as to people with impaired kidney function, as well as chronic toxic hazards of gene mutations, cancer, reproductive effects, neurotoxicity, bone pathology and dental fluorosis. First, a review of recent neurotoxicity research results.

In 1995, Mullenix and co-workers[2] showed that rats given fluoride in drinking water at levels that give rise to plasma fluoride concentrations in the range seen in humans suffer neurotoxic effects that vary according to when the rats were given the fluoride - as adult animals, as young animals, or through the placenta before birth. Those exposed before birth were born hyperactive and remained so throughout their lives. Those exposed as young or adult animals displayed depressed activity. Then in 1998, Guan and co-workers[3] gave doses similar to those used by the Mullenix research group to try to understand the mechanism(s) underlying the effects seen by the Mullenix group. Guan's group found that several key chemicals in the brain - those that form the membrane of brain cells - were substantially depleted in rats given fluoride, as compared to those who did not get fluoride.

Another 1998 publication by Varner, Jensen and others[4] reported on the brain- and kidney damaging effects in rats that were given fluoride in drinking water at the same level deemed "optimal" by pro-fluoridation groups, namely 1 part per million (1 ppm). Even more pronounced damage was seen in animals that got the fluoride in conjunction with aluminum. These results are especially disturbing because of the low dose level of fluoride that shows the toxic effect in rats - rats are more resistant to fluoride than humans. This latter statement is based on Mullenix's finding that it takes substantially more fluoride in the drinking water of rats than of humans to reach the same fluoride level in plasma. It is the level in plasma that determines how much fluoride is "seen" by particular tissues in the body. So when rats get 1 ppm in drinking water, their brains and kidneys are exposed to much less fluoride than humans getting 1 ppm, yet they are experiencing toxic effects. Thus we are compelled to consider the likelihood that humans are experiencing damage to their brains and kidneys at the "optimal" level of 1 ppm.

In support of this concern are results from two epidemiology studies from China[5, 6] that show decreases in I.Q. in children who get more fluoride than the control groups of children in each study. These decreases are about 5 to 10 I.Q. points in children aged 8 to 13 years.

Another troubling brain effect has recently surfaced: fluoride's interference with the function of the brain's pineal gland. The pineal gland produces melatonin which, among other roles, mediates the body's internal clock, doing such things as governing the onset of puberty. Jennifer Luke[7] has shown that fluoride accumulates in the pineal gland and inhibits its production of melatonin. She showed in test animals that this inhibition causes an earlier onset of sexual maturity, an effect reported in humans as well in 1956, as part of the Kingston/Newburgh study, which is discussed below. In fluoridated Newburgh, young girls experienced earlier onset of menstruation (on average, by six months) than girls

in non-fluoridated Kingston.[8]

From a risk assessment perspective, all these brain effect data are particularly compelling and disturbing because they are convergent.

We looked at the cancer data with alarm as well. There are epidemiology studies that are convergent with whole-animal and single-cell studies (dealing with the cancer hazard), just as the neurotoxicity research just mentioned all points in the same direction. EPA fired the Office of Drinking Water's chief toxicologist, Dr. William Marcus, who also was our local union's treasurer at the time, for refusing to remain silent on the cancer risk issue.[9] The judge who heard the lawsuit he brought against EPA over the firing made that finding - that EPA fired him over his fluoride work and not for the phony reason put forward by EPA management at his dismissal. Dr. Marcus won his lawsuit and is again at work at EPA. Documentation is available on request.

The type of cancer of particular concern with fluoride, although not the only type, is osteosarcoma, especially in males. The National Toxicology Program conducted a two-year study[10] in which rats and mice were given sodium fluoride in drinking water. The positive result of that study (in which malignancies in tissues other than bone were also observed), particularly in male rats, is convergent with a host of data from tests showing fluoride's ability to cause mutations (a principal "trigger" mechanism for inducing a cell to become cancerous) e.g.[11a, b, c, d] and data showing increases in osteosarcomas in young men in New Jersey[12] , Washington and Iowa[13] based on their drinking fluoridated water. It was his analysis, repeated statements about all these and other incriminating cancer data, and his requests for an independent, unbiased evaluation of them that got Dr. Marcus fired.

Bone pathology other than cancer is a concern as well. An excellent review of this issue was published by Diesendorf et al. in 1997.[14] Five epidemiology studies have shown a higher rate of hip fractures in fluoridated vs. non-fluoridated communities.[15a, b, c, d, e] Crippling skeletal fluorosis was the endpoint used by EPA to set its primary drinking water standard in 1986, and the ethical deficiencies in that standard setting process prompted our union to join the Natural Resources Defense Council in opposing the standard in court, as mentioned above.

Regarding the effectiveness of fluoride in reducing dental cavities, there has not been any double-blind study of fluoride's effectiveness as a caries preventative. There have been many, many small scale, selective publications on this issue that proponents cite to justify fluoridation, but the largest and most comprehensive study, one done by dentists trained by the National Institute of Dental Research, on over 39,000 school children aged 5-17 years, shows no significant differences (in terms of decayed, missing and filled teeth) among caries incidences in fluoridated, non-fluoridated and partially fluoridated communities.[16] The latest publication[17] on the fifty-year fluoridation experiment in two New York cities, Newburgh and Kingston, shows the same thing. The only significant difference in dental health between the two communities as a whole is that fluoridated Newburgh, N.Y. shows about twice the incidence of dental fluorosis (the first, visible sign of fluoride chronic toxicity) as seen in non-fluoridated Kingston.

John Colquhoun's publication on this point of efficacy is especially important.[18] Dr. Colquhoun was Principal Dental Officer for Auckland, the largest city in New Zealand, and a staunch supporter of fluoridation - until he was given the task of looking at the world-wide data on fluoridation's effectiveness in preventing cavities. The paper is titled, "Why I changed My Mind About Water Fluoridation." In it Colquhoun provides details on how data were manipulated to support fluoridation in English speaking countries, especially the U.S. and New Zealand. This paper explains why an ethical public health professional was compelled to do a 180 degree turn on fluoridation.

Further on the point of the tide turning against drinking water fluoridation, statements are now coming from other dentists in the pro-fluoride camp who are starting to warn that topical fluoride (e.g. fluoride

in tooth paste) is the only significantly beneficial way in which that substance affects dental health.[19, 20, 21] However, if the concentrations of fluoride in the oral cavity are sufficient to inhibit bacterial enzymes and cause other bacteriostatic effects, then those concentrations are also capable of producing adverse effects in mammalian tissue, which likewise relies on enzyme systems. This statement is based not only on common sense, but also on results of mutation studies which show that fluoride can cause gene mutations in mammalian and lower order tissues at fluoride concentrations estimated to be present in the mouth from fluoridated tooth paste.[22] Further, there were tumors of the oral cavity seen in the NTP cancer study mentioned above, further strengthening concern over the toxicity of topically applied fluoride.

In any event, a person can choose whether to use fluoridated tooth paste or not (although finding non-fluoridated kinds is getting harder and harder), but one cannot avoid fluoride when it is put into the public water supplies.

So, in addition to our concern over the toxicity of fluoride, we note the uncontrolled - and apparently uncontrollable - exposures to fluoride that are occurring nationwide via drinking water, processed foods, fluoride pesticide residues and dental care products. A recent report in the lay media[23] that, according to the Centers for Disease Control, at least 22 percent of America's children now have dental fluorosis, is just one indication of this uncontrolled, excess exposure. The finding of nearly 12 percent incidence of dental fluorosis among children in un-fluoridated Kingston New York[17] is another. For governmental and other organizations to continue to push for *more* exposure in the face of current levels of over-exposure coupled with an increasing crescendo of adverse toxicity findings is irrational and irresponsible at best.

Thus, we took the stand that a policy which makes the public water supply a vehicle for disseminating this toxic and prophylactically useless (via ingestion, at any rate) substance is wrong.

We have also taken a direct step to protect the employees we represent from the risks of drinking fluoridated water. We applied EPA's risk control methodology, the Reference Dose, to the recent neurotoxicity data. The Reference Dose is the daily dose, expressed in milligrams of chemical per kilogram of body weight, that a person can receive over the long term with reasonable assurance of safety from adverse effects. Application of this methodology to the Varner et al.[4] data leads to a Reference Dose for fluoride of 0.000007 mg/kg-day. Persons who drink about one quart of fluoridated water from the public drinking water supply of the District of Columbia while at work receive about 0.01mg/kg-day from that source alone. This amount of fluoride is more than 100 times the Reference Dose. On the basis of these results the union filed a grievance, asking that EPA provide un-fluoridated drinking water to its employees.

The implication for the general public of these calculations is clear. Recent, peer-reviewed toxicity data, when applied to EPA's standard method for controlling risks from toxic chemicals, require an immediate halt to the use of the nation's drinking water reservoirs as disposal sites for the toxic waste of the phosphate fertilizer industry.[24]

This document was prepared on behalf of the National Treasury Employees Union Chapter 280 by Chapter Senior Vice-President J. William Hirzy, Ph.D. For more information please call Dr. Hirzy at 202-260-4683. His E-mail address is hirzy.john@epa.gov

END NOTE LITERATURE CITATIONS

1. Applying the NAEP code of ethics to the Environmental Protection Agency and the fluoride in drinking water standard. Carton, R.J. and Hirzy, J.W. *Proceedings of the 23rd Ann. Conf. of the National Association of Environmental Professionals. 20-24 June, 1998.* GEN 51-61.

2. Neurotoxicity of sodium fluoride in rats. Mullenix, P.J., Denbesten, P.K., Schunior, A. and Kernan,

W.J. *Neurotoxicol. Teratol.* 17 169-177 (1995)

3. Influence of chronic fluorosis on membrane lipids in rat brain. Z.Z. Guan, Y.N. Wang, K.Q. Xiao, D.Y. Dai, Y.H. Chen, J.L. Liu, P. Sindelar and G. Dallner, *Neurotoxicology and Teratology* 20 537-542 (1998).

4. Chronic administration of aluminum- fluoride or sodium-fluoride to rats in drinking water: alterations in neuronal and cerebrovascular integrity. Varner, J.A., Jensen, K.F., Horvath, W. And Isaacson, R.L. *Brain Research* 784 284-298 (1998).

5. Effect of high fluoride water supply on children's intelligence. Zhao, L.B., Liang, G.H., Zhang, D.N., and Wu, X.R. *Fluoride* 29 190-192 (1996)

6. Effect of fluoride exposure on intelligence in children. Li, X.S., Zhi, J.L., and Gao, R.O. *Fluoride* 28 (1995).

7. Effect of fluoride on the physiology of the pineal gland. Luke, J.A. *Caries Research* 28 204 (1994).

8. Newburgh-Kingston caries-fluorine study XIII. Pediatric findings after ten years. Schlesinger, E.R., Overton, D.E., Chase, H.C., and Cantwell, K.T. *JADA* 52 296-306 (1956).

9. Memorandum dated May 1, 1990. *Subject*: Fluoride Conference to Review the NTP Draft Fluoride Report; *From*: Wm. L. Marcus, Senior Science Advisor ODW; *To*: Alan B. Hais, Acting Director Criteria & Standards Division ODW.

10. Toxicology and carcinogenesis studies of sodium fluoride in F344/N rats and B6C3F$_1$ mice. *NTP Report No. 393* (1991).

11a. Chromosome aberrations, sister chromatid exchanges, unscheduled DNA synthesis and morphological neoplastic transformation in Syrian hamster embryo cells. Tsutsui et al. *Cancer Research* 44 938-941 (1984).

11b. Cytotoxicity, chromosome aberrations and unscheduled DNA synthesis in cultured human diploid fibroblasts. Tsutsui et al. *Mutation Research* 139 193-198 (1984).

11c. Positive mouse lymphoma assay with and without S-9 activation; positive sister chromatid exchange in Chinese hamster ovary cells with and without S-9 activation; positive chromosome aberration without S-9 activation. Toxicology and carcinogenesis studies of sodium fluoride in F344/N rats and B6C3F$_1$ mice. *NTP Report No. 393* (1991).

11d. An increase in the number of Down's syndrome babies born to younger mothers in cities following fluoridation. *Science and Public Policy* 12 36-46 (1985).

12. A brief report on the association of drinking water fluoridation and the incidence of osteosarcoma among young males. Cohn, P.D. *New Jersey Department of Health* (1992).

13. Surveillance, epidemiology and end results (SEER) program. National Cancer Institute in *Review of fluoride benefits and risks*. Department of Health and Human Services. F1-F7 (1991).

14. New evidence on fluoridation. Diesendorf, M., Colquhoun, J., Spittle, B.J., Everingham, D.N., and Clutterbuck, F.W. *Australian and New Zealand J. Public Health.* 21 187-190 (1997).

15a. Regional variation in the incidence of hip fracture: U.S. white women aged 65 years and older. Jacobsen, S.J., Goldberg, J., Miles, ,T.P. et al. *JAMA* 264 500-502 (1990)

15b. Hip fracture and fluoridation in Utah's elderly population. Danielson, C., Lyon, J.L., Egger, M., and Goodenough, G.K. *JAMA* 268 746-748 (1992).

15c. The association between water fluoridation and hip fracture among white women and men aged 65 years and older: a national ecological study. Jacobsen, S.J., Goldberg, J., Cooper, C. and Lockwood, S.A. *Ann. Epidemiol.* 2 617-626 (1992).

15d. Fluorine concentration is drinking water and fractures in the elderly [letter]. Jacqmin-Gadda, H., Commenges, D. and Dartigues, J.F. *JAMA* 273 775-776 (1995).

15e. Water fluoridation and hip fracture [letter]. Cooper, C., Wickham, C.A.C., Barker, D.J.R. and Jacobson, S.J. *JAMA* 266 513-514 (1991).

16. Water fluoridation and tooth decay: Results from the 1986-1987 national survey of U.S. school children. Yiamouyiannis, J. *Fluoride* 23 55-67 (1990).

17. Recommendations for fluoride use in children. Kumar, J.V. and Green, E.L. *New York State Dent. J.* (1998) 40-47.

18. Why I changed my mind about water fluoridation. Colquhoun, J. *Perspectives in Biol. And Medicine* 41 29-44 (1997).

19. A re-examination of the pre-eruptive and post-eruptive mechanism of the anti-caries effects of fluoride: is there any anti-caries benefit from swallowing fluoride? Limeback, H. *Community Dent. Oral Epidemiol.* 27 62-71 (1999).

20. Fluoride supplements for young children: an analysis of the literature focussing on benefits and risks. Riordan, P.J. *Community Dent. Oral Epidemiol.* 27 72-83 (1999).

21. Prevention and reversal of dental caries: role of low level fluoride. Featherstone, J.D. *Community Dent. Oral Epidemiol.* 27 31-40 (1999).

22. Appendix H. *Review of fluoride benefits and risks*. Department of Health and Human Services. H1-H6 (1991).

23. Some young children get too much fluoride. Parker-Pope, T. *Wall Street Journal* Dec. 21, 1998.

24. Letter from Rebecca Hanmer, Deputy Assistant Administrator for Water, to Leslie Russell re: EPA view on use of by-product fluosilicic (sic) acid as low cost source of fluoride to water authorities. March 30, 1983.

OTHER CITATIONS (This short list does not include the entire literature on fluoride effects)

a. Exposure to high fluoride concentrations in drinking water is associated with decreased birth rates. Freni, S.C. J. *Toxicol. Environ. Health* 42 109-121 (1994)

b. Ameliorative effects of reduced food-borne fluoride on reproduction in silver foxes. Eckerlin, R.H., Maylin, G.A., Krook, L., and Carmichael, D.T. *Cornell Vet.* 78 75-91 (1988).

c. Milk production of cows fed fluoride contaminated commercial feed. Eckerlin, R.H., Maylin, G.A., and Krook, L. *Cornell Vet.* 76 403-404 (1986).

d. Maternal-fetal transfer of fluoride in pregnant women. Calders, R., Chavine, J., Fermanian, J., Tortrat, D., and Laurent, A.M. *Biol. Neonate* 54 263-269 (1988).

e. Effects of fluoride on screech owl reproduction: teratological evaluation, growth, and blood chemistry in hatchlings. Hoffman, D.J., Pattee, O.H., and Wiemeyer, S.N. *Toxicol. Lett.* 26 19-24 (1985).

f. Fluoride intoxication in dairy calves. Maylin, G.A., Eckerlin, R.H., and Krook, L. *Cornell Vet.* 77 84-98 (1987).

g. Fluoride inhibition of protein synthesis. Holland, R.I. *Cell Biol. Int. Rep.* 3 701-705 (1979).

h. An unexpectedly strong hydrogen bond: ab initio calculations and spectroscopic studies of amide-fluoride systems. Emsley, J., Jones, D.J., Miller, J.M., Overill, R.E. and Waddilove, R.A. *J. Am. Chem. Soc.* 103 24-28 (1981).

i. The effect of sodium fluoride on the growth and differentiation of human fetal osteoblasts. Song, X.D., Zhang, W.Z., Li, L.Y., Pang, Z.L., and Tan, Y.B. *Fluoride* 21 149-158 (1988).

j. Modulation of phosphoinositide hydrolysis by NaF and aluminum in rat cortical slices. Jope, R.S. J. *Neurochem.* 51 1731-1736 (1988).

k. The crystal structure of fluoride-inhibited cytochrome *c* peroxidase. Edwards, S.L., Poulos, T.L., Kraut, J. *J. Biol. Chem.* 259 12984-12988 (1984).

l. Intracellular fluoride alters the kinetic properties of calcium currents facilitating the investigation of synaptic events in hippocampal neurons. Kay, A.R., Miles, R., and Wong, R.K.S. *J. Neurosci.* 6 2915-2920 (1986).

m. Fluoride intoxication: a clinical-hygienic study with a review of the literature and some experimental investigations. Roholm, K. H.K. Lewis Ltd (London) (1937).

n. Toxin-induced blood vessel inclusions caused by the chronic administration of aluminum and sodium fluoride and their implications for dementia. Isaacson, R.L., Varner, J.A., and Jensen, K. F. *Ann. N.Y. Acad. Sci.* 825 152-166 (1997).

o. Allergy and hypersensitivity to fluoride. Spittle, B. *Fluoride* 26 267-273 (1993)

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by Joel Griffiths and Chris Bryson © 1997

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New York, NY 10025, USA

Some 50 years after United States authorities began adding fluoride to public water supplies to reduce cavities in children's teeth, recently discovered declassified government documents are shedding new light on the roots of that still-controversial public health measure, revealing a surprising connection between the use of fluoride and the dawning of the nuclear age.

Today, two-thirds of US public drinking water is fluoridated. Many municipalities still resist the practice, disbelieving the government's assurances of safety.

Since the days of World War II when the US prevailed by building the world's first atomic bomb, the nation's public health leaders have maintained that low doses of fluoride are safe for people and good for children's teeth.

That safety verdict should now be re-examined in the light of hundreds of once-secret WWII-era documents obtained by these reporters [authors Griffiths and Bryson], including declassified papers of the Manhattan Project—the ultra-secret US military program that produced the atomic bomb.

Fluoride was the key chemical in atomic bomb production, according to the documents. Massive quantities—millions of tons—were essential for the manufacture of bomb-grade uranium and plutonium for nuclear weapons throughout the Cold War. One of the most toxic chemicals known, fluoride emerged as the leading chemical health hazard of the US atomic bomb program, both for workers and for nearby communities, the documents reveal.

Other revelations include:

• Much of the original proof that fluoride is safe for humans in low doses was generated by A-bomb program scientists who had been secretly ordered to provide "evidence useful in litigation" against defence contractors for fluoride injury to citizens. The first lawsuits against the American A-bomb program were not over radiation, but over fluoride damage, the documents show.

• Human studies were required. Bomb program researchers played a leading role in the design and implementation of the most extensive US study of the health effects of fluoridating public drinking water, conducted in Newburgh, New York, from 1945 to 1955. Then, in a classified operation code-named "Program F", they secretly gathered and analysed blood and tissue samples from Newburgh citizens with the cooperation of New York State Health Department personnel.

• The original, secret version (obtained by these reporters) of a study published by Program F scientists in the August 1948 *Journal of the American Dental Association*[1] shows that evidence of adverse health effects from fluoride was censored by the US Atomic Energy Commission (AEC)—considered the most powerful of Cold War agencies—for reasons of "national security".

• The bomb program's fluoride safety studies were conducted at the University of Rochester—site of one of the most notorious human radiation experiments of the Cold War, in which unsuspecting hospital patients were injected with toxic doses of radioactive plutonium. The fluoride studies were conducted with the same ethical mindset, in which "national security" was paramount.

EVIDENCE OF FLUORIDE'S ADVERSE HEALTH EFFECTS

The US Government's conflict of interest and its motive to prove fluoride safe in the furious debate over water fluoridation since the 1950s has only now been made clear to the general public, let alone to civilian researchers, health professionals and journalists.

The declassified documents resonate with a growing body of scientific evidence and a chorus of questions about the health effects of fluoride in the environment.

Human exposure to fluoride has mushroomed since World War II due not only to fluoridated water and toothpaste but to environmental pollution by major industries, from aluminium to pesticides. Where fluoride is a critical industrial chemical as well as a waste by-product.

The impact can be seen literally in the smiles of our children. Large numbers (up to 80 per cent in some cities) of young Americans now have dental fluorosis, the first visible sign of excessive fluoride exposure according to the US National Research Council. (The signs are whitish flecks or spots, particularly on the front teeth, or dark spots or stripes in more severe cases.)

Less known to the public is that fluoride also accumulates in bones. "The teeth are windows to what's happening in the bones," explained Paul Connett, Professor of Chemistry at St Lawrence University, New York, to these reporters. In recent years, paediatric bone specialists have expressed alarm about an increase in stress fractures among young people in the US. Connett and other scientists are concerned that fluoride—linked to bone damage in studies since the 1930s—may be a contributing factor.

The declassified documents add [illegible] much of the original proof that low-dose fluoride is safe for children's bones came from US bomb program scientists, according to this investigation.

The declassified documents resonate with a growing body of scientific evidence and a chorus of questions about the health effects of fluoride in the environment.

Now researchers who have reviewed these declassified documents fear that Cold War national security considerations may have prevented objective scientific investigation of vital public health questions concerning fluoride.

"Information was buried," concludes Dr Phyllis Mullenix, former head of toxicology at Forsyth Dental Center in Boston and a critic of fluoridation. Animal studies which Mullenix and co-workers conducted at Forsyth in the early 1990s indicated that fluoride was a powerful central nervous system (CNS) toxin and might adversely affect human brain functioning even at low doses. (New epidemiological evidence from China adds support, showing a correlation between low-dose fluoride exposure and diminished IQ in children.) Mullenix's results were published in 1995 in a reputable peer-reviewed scientific journal.[2]

During her investigation, Mullenix was astonished to discover there had been virtually no previous US studies of fluoride's effects on the human brain. Then, her application for a grant to continue her CNS research was turned down by the US National Institutes of Health (NIH), when an NIH panel flatly told her that "fluoride does not have central nervous system effects".

Declassified documents of the US atomic bomb program indicate otherwise. A Manhattan Project memorandum of 29 April 1944 states: "Clinical evidence suggests that uranium hexafluoride may have a rather marked central nervous system effect... It seems most likely that the F [code for fluoride] component rather than the U [code for uranium] is the causative factor." The memo, from a captain in the medical corps, is stamped SECRET and is addressed to Colonel Stafford Warren, head of the Manhattan Project's Medical Section. Colonel Warren is asked to approve a program of animal research on CNS effects. "Since work with these compounds is essential, it will be necessary to know in advance what mental effects may occur after exposure... This is important not only to protect a given individual, but also to prevent a confused workman from injuring others by improperly performing his duties."

On the same day, Colonel Warren approved the CNS research program. This was in 1944, at the height of World War II and the US nation's race to build the world's first atomic bomb.

For research on fluoride's CNS effects to be approved at such a momentous time, the supporting evidence set forth in the proposal forwarded along with the memo must have been persuasive. The proposal, however, is missing from the files at the US National Archives. "If you find the memos but the document they refer to is missing, it's probably still classified," said Charles Reeves, chief librarian at the Atlanta branch of the US National Archives and Records Administration where the memos were found. Similarly, no results of the Manhattan Project's fluoride CNS research could be found in the files.

After reviewing the memos, Mullenix declared herself "flabbergasted". "How could I be told by NIH that fluoride has no central nervous system effects, when these documents were sitting there all the time?" She reasons that the Manhattan Project did do fluoride CNS studies: "That kind of warning, that fluoride workers might be a danger to the bomb program by improperly performing their duties—I can't imagine that would be ignored." But she suggests that the results were buried because of the difficult legal and public relations problems they might create for the government.

The author of the 1944 CNS research proposal attached to the 29 April memo was Dr Harold C. Hodge—at the time, chief of fluoride toxicology studies for the University of Rochester division of the Manhattan Project.

Nearly 50 years later at the Forsyth Dental Center in Boston, Dr Mullenix was introduced to a gently ambling elderly man, brought in to serve as a consultant on her CNS research. This man was Harold C. Hodge. By then, Hodge had achieved status emeritus as a world authority on fluoride safety. "But even though he was supposed to be helping me," said Mullenix, "he never once mentioned the CNS work he had done for the Manhattan Project."

The "black hole" in fluoride CNS research since the days of the Manhattan Project is unacceptable to Mullenix who refuses to abandon the issue. "There is so much fluoride exposure now, and we simply do not know what it is doing. You can't just walk away from this."

Dr Antonio Noronha, an NIH scientific review advisor familiar with Dr Mullenix's grant request, told us that her proposal was rejected by a scientific peer-review group. He termed her claim of institutional bias against fluoride CNS research "far-fetched". He then added: "We strive very hard at NIH to make sure politics does not enter the picture."[3]

THE NEW JERSEY FLUORIDE POLLUTION INCIDENT

The documentary trail begins at the height of World War II, in 1944, when a severe pollution incident occurred downwind of the E.I. DuPont de Nemours Company chemical factory in Deepwater, New Jersey. The factory was then producing millions of pounds of fluoride for the Manhattan Project whose scientists

TOWN OF HILLSBOROUGH
SAN MATEO COUNTY

Public Works Department
650/375-7444
Fax 650/548-0859

1600 Floribunda Avenue
Hillsborough
California, 94010

Results of Lead and Copper Testing for August 2004

October 4, 2004

Please Po

Hillsborough Fire Station #32
835 Chateau Drive
Hillsborough, CA 94010

Greetings,

The Hillsborough Public Works Department wishes to thank you for your participation in our August 2004 lead a copper monitoring program. We have received the results of the sample analyses for your home. They are show below in units of micrograms per liter [parts per billion]:

Your Lead Result: 5.7 **Your Copper Result:** 74.4

What does this data mean to you?
The *California Office of Environmental Health Hazard Assessment Public Health Goal* is **2 parts per billion** lead and **170 parts per billion for copper.** These goals represent the level of a contaminant in drinking w below which there is no known or expected risk to health. They were nearly met for the water in your faci Residents wishing to further reduce their exposure to lead or copper can easily do so without purchasing sp water filters. Simply flush the faucet for a minute or so if it wasn't used for more than six hours. Flushing the fa draws in the fresher lead-free municipal water from the water main into your home.

The EPA set action levels for water providers to take corrective action to reduce the occurrence of lead or copp residents' homes if more than 10% of the samples collected exceeded 15 parts per billion for lead and 1,300 part billion for copper. The fact that only 5% of the samples collected in Hillsborough exceeded the action level for shows that the corrosion control measures implemented by Hillsborough Public Works last year to reduce lea copper levels at residents' homes have been successful.

We appreciate that many of our customers are increasingly interested in their drinking water. If you would more information regarding the water in Hillsborough, please pick up a free copy of last year's **2003 Water Qu Report** at Town Hall, located at the corner of Floribunda Avenue and El Camino Real. You are welcome to di specific questions regarding your water with Hillsborough Water Department's Water Quality Technician, Mr. Race at (650) 375-7546

Thanks for your cooperation!

Hillsborough Water Department

Urge Your Senators to Co-Sponsor the Safe Chemicals Act

Recommend 423 Send Tweet



signatures: 22,493

deadline: ongoing

signature goal: 30,000

Target: U.S. Senate
Sponsored by: Natural Resources Defense Council

The current version of the Toxic Substances Control Act, enacted in 1976, *has allowed thousands of industrial chemicals -- used in children's products, cleaning products, toys, furniture, electronics and many other products -- to reach consumers* ***without safety testing.***

To make matters worse, the law drastically limits the EPA's ability to obtain information from companies about the potential environmental and health effects of the chemicals they produce.

All of this results in our families being at risk of serious health issues from the products we use every day.

The Safe Chemicals Act would require a review of chemicals to ensure their safety, and expand the public's right to know about the health and environmental impacts of chemicals.

We need a major overhaul of our chemical laws. Urge your senators to co-sponsor the Safe Chemicals Act (S. 847) today.

Wynn, You signed on June 30, 2012.
Your signature has been delivered to:
U.S. Senate



Join the Fight to Save Rhinos from Poaching
signatures: 40,318
sign petition



Don't Drown out Dolphins' Voices
signatures: 6,021
sign petition



Help Save Endangered Belugas from Big Oil's Airgun Attack!
signatures: 10,159
sign petition

all petition categories | view more petitions

we signed **"Urge Your Senators to Co-Sponsor the Safe Chemicals Act"**

# 22,495	17:43, Jul 08, Holly Brown, FL
# 22,494	17:43, Jul 08, Ms. Rudena Gambles, FL
# 22,493	17:38, Jul 08, Mrs. Jenny Jones, SC
# 22,492	17:36, Jul 08, Mrs. Marge Bizjak, WI
# 22,491	17:36, Jul 08, Mrs. CATHERINE BOHRER, VA
# 22,490	17:36, Jul 08, Ms. Lori Jenkins, TX
# 22,489	17:34, Jul 08, Ms. Jean Herbert, AZ
# 22,488	17:33, Jul 08, Mrs. Karin Smith, NV
# 22,487	17:28, Jul 08, Mrs. Julie Barnes, VA
# 22,486	17:27, Jul 08, Ms. Myra Summerlot, IN
# 22,485	17:27, Jul 08, Mr. Marshal Jenkins, AR

CUMBERLAND TIMES-NEWS

Letters

February 27, 2010

Chinese fluoride is a homeland security matter

To the Editor: Cumberland Times-News

February 28, 2010 — The Pure Water Committee of Western Maryland Inc. was formed in 1960 as a grass roots network of citizens with a 50-year-old mission to educate the public of the complete fraud of the practice called water fluoridation.

Recently, it has come to my attention in an engineering report for the city of Boulder, Colo., that they did an evaluation of fluoridation chemicals and sources and found that much of the fluoride chemicals used for water fluoridation are now coming out of China with arsenic and lead levels of 50 and 40 milligrams respectively per bag and non-existent regulatory monitoring of the salt or acid compounds from these imports.

This type of trade from a country with a track record of lead paint on toys to antifreeze in cough syrup medicine is completely unacceptable.

After visiting the Frostburg Water Filtration Plant on Feb. 23, it has come to my attention that Frostburg has sodium fluoride bags with no source or import information on them.

Only after I asked for the certificate of analysis from Solvay fluorides through Univar USA, which is the chemical supplier for the Frostburg Water Plant, did I receive the certificate of analysis from Shanghai Mintchem Development Co., LTD., the Chinese manufacture of the sodium fluoride.

The material safety data sheets from Solvay fluorides shows that a teaspoon amount of 5 grams of sodium fluoride can be fatal to an average size man of 70kg.

In toxicological information section, chronic toxicity by oral route may cause skeletal and dental fluorosis, thyroid, testes, kidney, liver, ambiguous carcinogenic and mutagenic effects, fetotoxic and fertility effects.

I have asked now for two years for the Frostburg Mayor and Council to put in the water bill for area residence the ADA warning to not to use fluoridated water when making infant formula, but to no avail.

Yiamouyiannis writes that the acceleration of the aging process by fluoride occurs at the bio-chemical level by causing enzyme inhibition, collagen breakdown, genetic damage and disruption of the immune system.

"Fluoride interacts with the bonds which maintain the normal shape of proteins," he continues. "With distorted protein, the immune system attacks it's own protein, the body's own tissue." The visual and physical effects from prolonged exposure t fluoride include nausea, bloody vomit, faintness, stomach cramps, tremors, constipation, aching bones, stiffness, skin rash, weight loss and brown or black discoloration of the teeth.

The horror in this story is that fluoride was known as a deadly poison from the start. But if this was true, why would the U S. government promote the sale of it to its own people, and later people all over the world? Would you believe the answer to this question is money?
There is compelling evidence that the program of water fluoridation began as a massive effort to cover up bad publicity from one of the most toxic materials to emerge from the government's secret nuclear weapons program. The idea was that fluoride could be presented to the country as beneficial, then no one could sue the government for being harmed by it.

An article by Dr. Jackie Alan Giuliano in "Healing Our World" noted that reporters Joel Griffiths and Chris Bryson discovered the truth about fluoride while researching hundreds of declassified documents about the Manhattan Project, America's secret atomic bomb development program.

They found that fluoride as a key chemical in atomic bomb production. Millions of tons were used during the Cold War period to manufacture high-grade uranium and plutonium.

"Fluoride was the top chemical hazard of the U.S. nuclear weapons program, not only for workers, but for those living in nearby communities as well," Giuliano wrote.

"The documents show that the first U.S. lawsuits levied against the atomic weapons program were over fluoride poisoning not radiation damage. The documents reveal that the U.S. government secretly ordered atomic bomb scientists to create "evidence useful in litigation" against defense contractors who were being accused of injuring citizens with fluoride."

This secret work to head-off government lawsuits lead to a multi-billion dollar industry that has been poisoning our water supplies, our toothpaste, and our bodies ever since. Believe this or not, fluoride tablets are even available for children.

To escape the harmful effects of fluoride, Yiamouyiannis suggests that you seek non-fluoride toothpaste (but you may hav to go to health stores to find it), and drink bottled water. Even using tap water to cook may expose you to fluoride.

Now that the truth about fluoride is out, why haven't towns and toothpaste companies stopped dumping this terrible poison in our water and toothpaste supplies? Don't expect that to happen. Remember, I said this is a multi-billion dollar industry. Nobody shuts down a money machine like that without a fight.

We each have been given the right to utilize the logic that God has given us.

It is Time to Turn This Health Care System Around!
It Will Be Done Based On
Truth and INDISPUTABLE Facts

We are not doctors and do not diagnose, prescribe or recommend treatments for disease.
However, we are Researchers that have discovered certain truths that need to be shared with others. Our purpose is to share the truths we have found and allow each man and each woman a choice, so they may make better informed decisions about their future. ~VB

~ Health ASSURANCE vs Medical INSURANCE ~

LEARN THE 3 BASICS
FOR WHOLE BODY HEALTH

Fluorine is a Deadly Poison

http://www.bragg.com/fact_sheets/fluoride_03.html

floride,flouride poison,floride,flouride poison,floride,flouride poison

By James Donahue
http://www.viewzone.com/fluoride.html

I was a child when fluoride, a by-produce from the manufacture of atomic bombs, was first introduced to the American people.

Nobody told us where fluoride came from. All we knew is that it was a newly discovered chemical that would make our teeth extra hard and ward off cavities. When a free fluoride clinic was set up one summer in our school, all the kids in town lined up to have the bitter tasting stuff rubbed on their teeth.

We were pretty gullible in those days. The period immediately following World War II was a time of scientific advancement. After the inventions of nylon, rayon, plastic and other marvelous products that replaced fabrics, rubber and steel during the war years, people were lulled into the belief that those balding men in white laboratory jackets could solve all of the problems of the world. The belief was so strong that we blindly accepted whatever a "scientist" told us. Nobody dreamed that we might be victims of fraud.

My father was part of the magic. He worked as a chemical engineer for a factory that made a variety of products out of wheat and corn starch (including the brain-killing excitotoxin monosodium glutamate). He provided well and I consequently made regular visits to a dentist every summer. I knew well the agony of the dentist drill. It was nothing like the advanced water-cooled high-speed equipment used by modern dentists. Repairing a cavity doomed us to what seemed like hours of white-knuckle torture under the glaring lights of the dental chair, while a man with plastic rimmed glasses and bad breath bored his way through teeth (and bone?). Once the drilling was done, the dentist filled the hole he made with a hot metallic material that burned when it went in, and left a bad taste in your mouth.

We had a mom-and-pop grocery store in our neighborhood where kids could buy penny candy and a package of gum for a nickel. I made a lot of visits to that candy store.

Even though my mother made sure that I brushed my teeth daily, somehow I don't remember linking the candy I was eating to all of the cavities. When fluoride was introduced, it seemed like a child's dream come true.

I was disappointed, of course. I had just as many cavities in my teeth the following year.

When they started dumping fluoride in the local water supply, and adding it to the ingredients in our toothpaste, I thought that would surely solve my problem. It seemed reasonable to think that I didn't get a heavy enough dose of fluoride when I attended the free clinic. After all, if a little bit of fluoride was good for my teeth, it made sense that a lot more fluoride would be even better.

But alas, after years of drinking, scrubbing and consuming fluoride-laced products, we now learn that we've been scammed. This chemical is found to be totally ineffective in preventing tooth decay. Not only that, it seems to be directly linked to a variety of medical problems ranging from discolored teeth to bone disease and cancer.
In short, fluoride is a poison.

This is not news to the medical world. The Journal of the American Medical Association and the New England Journal of Medicine have both reported greater incidence of hip fractures in fluoridated areas. The National Institute of Environmental and Health Services has linked fluoridation with cancer.

A book by Dr. John Yiamouyiannis, titled "Fluoride, The Aging Factor," shows that the drug causes a premature aging process. He notes that in areas where fluoride is consumed in the drinking water, there are higher rates of bone disorders (skeletal fluorosis, osteoporosis and arthritic pain) and people suffer from brown decaying teeth.

"Fluoride is a poison!" Yiamouyiannis warns." The 1984 issue of Clinical Toxicology of Commercial Products lists fluoride as more poisonous than lead and just slightly less poisonous than arsenic. It has been used as a pesticide for mice, rats and other small pests. A 10-pound infant could be killed by 1/100 of an ounce and a 100-pound adult could be killed by 1/10 of an ounce of fluoride. The Akron Regional Poison Center indicates that a 7-ounce tube of toothpaste contains 199 mg. of fluoride, more than enough to kill a 25-pound child."

"Revolutionary" Concept meeting the needs of Today.

Advanced Health Plan = Education

FLUORIDE:

Introduction: *"....The report offers a glimpse into the history of fluoride, a bio-accumulative toxic that Americans ingest eve day. The authors, Griffiths and Bryson, spent more than a year on research. With the belief that the information should be withheld no longer, the authors gave their report to Waste Not, and others, with a short note: "use as you wish."*

The science of fluoridating public drinking water systems has been, from day one, shoddy at best. As we learn from this report, the basis of that science was rooted in protecting the U.S. Atomic bomb program from litigation. Americans have bee convinced that fluoride will save their teeth and we drink more fluoridated water than any other nationality on earth. We learned about the dirty politics involved in the science and selling of fluoridation to a trusting public. We spent three months researching fluoride which resulted in the longest newsletter we've ever produced; Waste Not # 373.

We learned that fluoride is a poison that accumulates in our bones. It has been associated with cancer in young males; osteoporosis; reduced I.Q.; and hip fractures in the elderly, to name a few. George Orwell would have been dazzled by the promotion of this toxic by dental and public health officials and concurrently, the avoidance of this issue by the environment community. We think it has a lot to do with the sordid 50-year history of the promotion of fluoridation by the U.S. Departmen of Public Health and the American Dental Association. Rather than acknowledge the accumulating evidence of fluoride's threat to human health, they have en-trenched themselves in a position that has produced tactics that include the harassment of scientists and dentists who speak out."

FLUORIDE, TEETH, AND THE ATOMIC BOMB
By Joel Griffiths and Chris Bryson

Bibliography of Scientific Literature on Fluoride
http://www.slweb.org/bibliography.html

EPA's Headquarters Professionals' Union Opposes Fluoridation
http://www.advancedhealthplan.com/bhepafluoride.html

FLUORIDE AND THE BRAIN
http://www.slweb.org/bibliography.html#brain

SPEEDING UP THE AGING PROCESS - FLUORIDE: THE AGING FACTOR
http://www.cyberclass.net/flourideaging.htm

Evidence Of Fraud In The Matter Of Water Fluoridation
http://www.rvi.net/~fluoride/iom-fraud.htm
More Discussions on Message Board

"Have you ever heard of a thing called fluoridation?"

Fluoride: The Hidden Poison in the National Organic Standards

Is Fluoride Really As Safe As You Are Told?
Freud, Fraud, And Fluoride
http://www.mercola.com/2002/feb/6/fluoride_safety2.htm

Why U.S. Environmental Protection Agency scientists opposes artificial water fluoridation

EPA Union explains why they are opposed to the fluoridation of public water supplies

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Letter and References explaining why the United States Environmental Protection Agency (EPA) Scientists are opposed to the fluoridation of public water supplies. See also:

- Statement of Dr. J. William Hirzy, National Treasury Employees Union Chapter 280, before The Subcommittee on Wildlife, Fisheries and Drinking Water, United States Senate, June 29, 2000
- EPA scientists take action against EPA for failing to protect public health -- Important scientific and technical considerations were ignored when the Recommended Maximum Contaminant Level (RMCL) for fluoride was set (1986 Amicus Brief).
- The need for a Code of Ethics at the EPA became critical. Without an enforceable code of ethics with sanctions, the distortion of truth caused by the pressures of politics would continue.
- Environmental Protection Agency Union fights back



CHAPTER 280
P.O. BOX 76082
WASHINGTON, DC 20013
202-260-2383(V)
202-401-3139(F)

May 1, 1999

WHY EPA'S HEADQUARTERS UNION OF SCIENTISTS OPPOSES FLUORIDATION

The following documents why our union, formerly National Federation of Federal Employees Local 2050 and since April 1998 Chapter 280 of the National Treasury Employees Union, took the stand it did opposing fluoridation of drinking water supplies. Our union is comprised of and represents the approximately 1500 scientists, lawyers, engineers and other professional employees at EPA Headquarters here in Washington, D.C.

The union first became interested in this issue rather by accident. Like most Americans, including many physicians and dentists, most of our members had thought that fluoride's only effects were beneficial - reductions in tooth decay, etc. We too believed assurances of safety and effectiveness of water fluoridation.

Then, as EPA was engaged in revising its drinking water standard for fluoride in 1985, an employee came to the union with a complaint: he said he was being forced to write into the regulation a statement to the effect that EPA thought it was alright for children to have "funky" teeth. It was OK, EPA said,

because it considered that condition to be only a *cosmetic* effect, not an adverse *health* effect. The reason for this EPA position was that it was under political pressure to set its health-based standard for fluoride at 4 mg/liter. At that level, EPA knew that a significant number of children develop moderate to severe dental fluorosis, but since it had deemed the effect as only cosmetic, EPA didn't have to set its health-based standard at a lower level to prevent it.

We tried to settle this ethics issue quietly, within the family, but EPA was unable or unwilling to resist external political pressure, and we took the fight public with a union ***amicus curiae*** brief in a lawsuit filed against EPA by a public interest group. The union has published on this initial involvement period in detail.[1]

Since then our opposition to drinking water fluoridation has grown, based on the scientific literature documenting the increasingly out-of-control exposures to fluoride, the lack of benefit to dental health from ingestion of fluoride and the hazards to human health from such ingestion. These hazards include acute toxic hazard, such as to people with impaired kidney function, as well as chronic toxic hazards of gene mutations, cancer, reproductive effects, neurotoxicity, bone pathology and dental fluorosis. First, a review of recent neurotoxicity research results.

In 1995, Mullenix and co-workers[2] showed that rats given fluoride in drinking water at levels that give rise to plasma fluoride concentrations in the range seen in humans suffer neurotoxic effects that vary according to when the rats were given the fluoride - as adult animals, as young animals, or through the placenta before birth. Those exposed before birth were born hyperactive and remained so throughout their lives. Those exposed as young or adult animals displayed depressed activity. Then in 1998, Guan and co-workers[3] gave doses similar to those used by the Mullenix research group to try to understand the mechanism(s) underlying the effects seen by the Mullenix group. Guan's group found that several key chemicals in the brain - those that form the membrane of brain cells - were substantially depleted in rats given fluoride, as compared to those who did not get fluoride.

Another 1998 publication by Varner, Jensen and others[4] reported on the brain- and kidney damaging effects in rats that were given fluoride in drinking water at the same level deemed "optimal" by pro-fluoridation groups, namely 1 part per million (1 ppm). Even more pronounced damage was seen in animals that got the fluoride in conjunction with aluminum. These results are especially disturbing because of the low dose level of fluoride that shows the toxic effect in rats - rats are more resistant to fluoride than humans. This latter statement is based on Mullenix's finding that it takes substantially more fluoride in the drinking water of rats than of humans to reach the same fluoride level in plasma. It is the level in plasma that determines how much fluoride is "seen" by particular tissues in the body. So when rats get 1 ppm in drinking water, their brains and kidneys are exposed to much less fluoride than humans getting 1 ppm, yet they are experiencing toxic effects. Thus we are compelled to consider the likelihood that humans are experiencing damage to their brains and kidneys at the "optimal" level of 1 ppm.

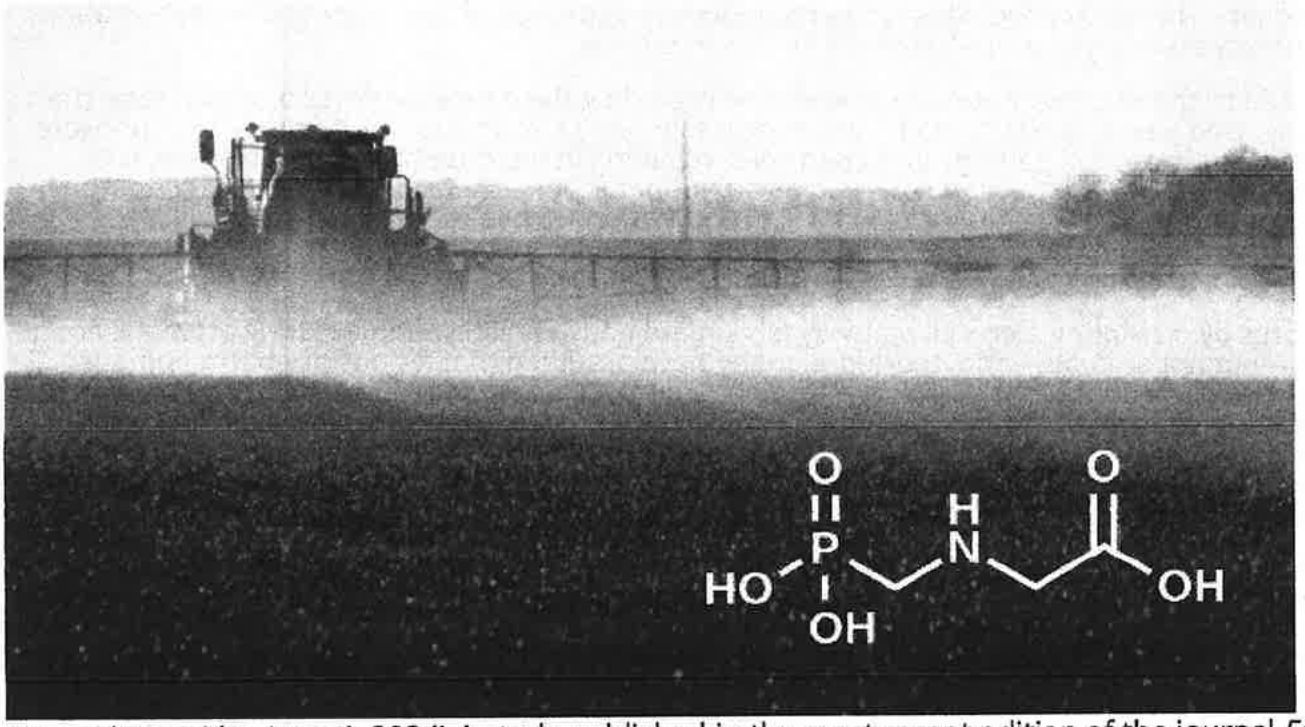
In support of this concern are results from two epidemiology studies from China[5, 6] that show decreases in I.Q. in children who get more fluoride than the control groups of children in each study. These decreases are about 5 to 10 I.Q. points in children aged 8 to 13 years.

Another troubling brain effect has recently surfaced: fluoride's interference with the function of the brain's pineal gland. The pineal gland produces melatonin which, among other roles, mediates the body's internal clock, doing such things as governing the onset of puberty. Jennifer Luke[7] has shown that fluoride accumulates in the pineal gland and inhibits its production of melatonin. She showed in test animals that this inhibition causes an earlier onset of sexual maturity, an effect reported in humans as well in 1956, as part of the Kingston/Newburgh study, which is discussed below. In fluoridated Newburgh, young girls experienced earlier onset of menstruation (on average, by six months) than girls

DAILY NEWS BLOG

04
Jun

Presence of Weed Killer Glyphosate in Human Sperm Elevates Debate on Pesticide Threats to Human Survival



(Beyond Pesticides, June 4, 2024) A study published in the most recent edition of the journal *Ecotoxicology and Environmental Safety* documents for the first time the presence of the herbicide glyphosate in human sperm. The study looked at 128 French men with an average age of 36 years who tested positive for glyphosate in their blood. Seventy-three out of the 128 men were found to also have glyphosate in their seminal plasma. Not only that, the amount of glyphosate in seminal plasma was nearly four times higher than what was detected in the blood.

Methods

The study involved a population of 128 infertile French men from whom seminal and blood plasma samples were collected. The study was conducted at the "Pole Santé Léonard de Vinci" medical center, located centrally near Tours, France. This region is recognized for its urban characteristics as well as being a major agricultural hub, particularly for grain and wine production. The study authors note, "This area reflects the common herbicide exposure in France" and the district ranks third highest in terms of pesticide purchases. While additional qualitative data was collected, only 47 of 128 participants fully completed a questionnaire about their profession, diet (organic or not), and smoking habits. The study examined concentrations of glyphosate and its main metabolite, amino-methyl-phosphonic acid (AMPA), using liquid chromatography-tandem mass spectrometry (LC/MS-MS). Notably, while glyphosate was detected in significant proportions, AMPA was undetectable in the samples. The study also measured oxidative stress biomarkers, including malondialdehyde (MDA) and 8-hydroxy-2′-deoxyguanosine (8-OHdG), using enzyme-linked immunosorbent assay (ELISA) techniques. Total Antioxidant Status (TAS) and Total Oxidant Status (TOS) were determined using commercial colorimetric kits to assess the oxidative stress levels in the participants. The researchers analyzed potential correlations between the concentration of glyphosate in the plasma (both blood and seminal) and the oxidative stress biomarkers. They also looked at how these factors correlated with sperm parameters such as sperm concentration, progressive speed, and abnormal forms.

Findings

Glyphosate (GLY) was detected in the seminal plasma of the participants, with concentrations that were four times higher than those observed in blood plasma. In contrast, its main metabolite, amino-methyl-phosphonic acid (AMPA), was not detectable. There was a strong positive correlation between the

concentrations of glyphosate in blood plasma and seminal plasma and the levels of 8-hydroxy-2′-deoxyguanosine (8-OHdG), a marker of DNA damage due to oxidative stress. The study observed higher concentrations of Total Oxidant Status (TOS), Oxidative Stress Index (OSI) (which is the ratio of TOS to Total Antioxidant Status (TAS)), and malondialdehyde (MDA) in both blood and seminal plasma of men with detectable levels of glyphosate. The Total Antioxidant Status (TAS) in both blood and seminal plasma was similar in men with or without detectable levels of glyphosate, suggesting that the antioxidant capacity remained constant regardless of glyphosate exposure.

These findings suggest a negative impact of glyphosate on human reproductive health, potentially affecting sperm quality and oxidative stress levels, which could have implications for the progeny of the affected individuals. The study advocates for a precautionary approach in the ongoing discussions about the use of glyphosate and glyphosate-based herbicides in Europe.

These results add to the existing mountain of evidence regarding the harmful effects of glyphosate, the most commonly used pesticide in the world and known to many as Roundup™ and Rodeo™. Glyphosate causes DNA and chromosomal damage in human cells, resulting in the onset of chronic disease. It is considered an endocrine disruptor and patented as an antibiotic. It has been specifically linked to non-Hodgkin lymphoma (NHL) and multiple myeloma. Beyond Pesticides has reported that exposure to endocrine-disrupting chemicals (EDCs) negatively impacts testicular function and may cause sperm count declines over time, according to a 2022 review published in *Endocrine*.

Glyphosate works by disrupting a crucial pathway (shikimate pathway) for manufacturing aromatic amino acids in plants—but not animals—and, therefore, many have assumed that it does not harm humans. However, it is lethal to bacteria that inhabit the human digestive tract and are essential for good health. Disturbing the gut's microbiota can contribute to a whole host of "21st-century diseases," including diabetes, obesity, food allergies, heart disease, antibiotic-resistant infections, cancer, asthma, autism, irritable bowel syndrome, multiple sclerosis, rheumatoid arthritis, celiac disease, inflammatory bowel disease, and more. (See here and here).

The rise in these same diseases is tightly correlated with the use of glyphosate, and glyphosate exposure can result in inflammation at the root of these diseases. Glyphosate use in agriculture rose 300-fold from 1974 to 2014, with nonagricultural uses increasing by 43-fold during the same time. Increasingly, target weeds are becoming resistant to the herbicide, creating superweeds, and genetically engineered (GE) crops are being created with genetic tolerance for numerous toxic herbicides, such as 2,4-D and dicamba. As Beyond Pesticides' glyphosate factsheet reports, the greatest overall glyphosate use by acreage is in the Mississippi River basin where most applications are for weed control on GE corn, soybeans, and cotton, as well as other crops.

Plants treated with glyphosate translocate the systemic herbicide to their roots, growing points, and fruit, where it blocks the activity of the enzyme 5-enolpyruvylshikimate-3-phosphate synthase (EPSPS), a key enzyme in the shikimate pathway of aromatic amino acid production, ultimately leading to the plant's death by starvation. Because plants absorb glyphosate, it cannot be removed completely by washing or other food preparation. It persists in food products for up to two years.

"Inert" Ingredients

In addition to glyphosate, researchers have also determined that the "inert" ingredients in glyphosate products, especially polyethoxylated tallow amine (POEA), a surfactant commonly used in glyphosate and other herbicidal products, are even more toxic than glyphosate itself. The current study of French men was unable to determine if the co-formulants or even other pesticide exposure were contributing factors in their results. But, previous studies have shown that many pesticides, including glyphosate products (e.g., Roundup™), are more toxic than glyphosate alone, and result in a number of chronic, developmental, and endocrine-disrupting impacts. The "inert" ingredients in Roundup™ formulations kill human cells at very low concentrations. At least some glyphosate-based products are genotoxic. POEA is extremely toxic to aquatic organisms. One study found that co-formulants account for more than 86% of Roundup™ toxicity observed in microalgae and crustaceans.

EPA pesticide registration rules do not require the agency to account for all ingredients when it evaluates pesticide formula safety, even though the industry labels dangerous substances like per- and polyfluoroalkyl substances (PFAS) as inert or as contaminants. In October 2023, EPA rejected a 2017 Center for Food Safety (CFS) legal petition to compel the EPA to require that pesticide companies provide safety data on all ingredients in a pesticide product, or formulation, both active and inert. The limitations of the EPA's pesticide registration review process persist despite evidence of potential hazards associated with synergism between ingredients, including inert (undisclosed) ingredients, and other pesticides applied in combination. Bill Freese, the science director at CFS, said, "The idea that we're not assessing the actual chemicals that farmers spray is kind of ridiculous."

At the time of the decision, Beyond Pesticides said: "EPA's failure to act on the science, as detailed in the litigation, has real-world adverse health consequences for farmworkers, the public, and ecosystems. Because of this lawsuit, the agency's obstruction of the regulatory process will not be allowed to stand, and EPA should start shifting food production to available alternative non- and less-toxic practices and materials that meet its statutory duty."

9th Circuit Court Decision Struck

In December 2023, farmworker organizations and Beyond Pesticides, represented by the Center for Food Safety, filed a petition with EPA urging the agency to remove glyphosate from the market after having won a 2022 court decision forcing EPA to redo its science evaluation. That 2022 court decision in the Court of Appeals for the Ninth Circuit ruled that EPA's 2020 approval of glyphosate was unlawful and voided EPA's "interim registration review" decision approving the continued use of glyphosate, issued in early 2020. "EPA ignored its own experts and guidelines in making these judgments," Amy van Suan, senior attorney with the Center for Food Safety and lead counsel in the case, told the judges. The three-judge Ninth Circuit panel agreed, finding the EPA discounted epidemiological studies showing a link between glyphosate exposure and an increased risk of non-Hodgkin lymphoma, concluding that the association could be explained by "chance and/or bias." This decision, the panel said, defied the EPA's own Cancer Guidelines.

Environmental groups, including Beyond Pesticides, have consistently urged EPA to follow in the footsteps of the European Union by adopting the precautionary principle, which withholds registration when data on product safety is missing. Given the lack of complete information and uncertainties, Beyond Pesticides advocates that communities and individuals reject legally allowed uses and exposures deemed acceptable under EPA risk assessment calculations. Instead, the organization asked that decision makers focus on safer alternative practices and products that are proven effective, such as organic agriculture, which prohibits the use of synthetic pesticides and fertilizers.

Roundup™ *Litigation*

In recent years, Monsanto has been hit by an avalanche of lawsuits asserting that Roundup™ is carcinogenic, particularly linked to non-Hodgkin Lymphoma (NHL) and that Monsanto failed to warn the public of the hazards when using Roundup™ as directed. According to the Lawsuit Information Center, Monsanto has settled nearly 100,000 lawsuits and paid approximately $11 billion as of March this year. There are an estimated 54,000 lawsuits remaining and the company has reportedly set aside an additional $6 billion for additional settlements.

At first, it seemed that these cases were decided in favor of Monsanto and its relatively new owner Bayer. In 2021, Bayer won nine individual lawsuits over Roundup™, but last year Bayer lost in jury trials in four different cases totaling billions of dollars and the cost is starting to take a toll. This week, Bayer AG Chief Executive Officer Bill Anderson reportedly said at a speech in Chicago that the barrage of lawsuits is an "existential" threat to the company. It has also been reported that the company is considering bankruptcy known as the Texas Two-Step as a means of stopping the hemorrhage of cash.

Under pressure for a strategy to avoid additional judgments, Bayer has turned to a lobbying effort to twist the narrative away from Roundup™ product liability and the company's culpability to lobbying for state laws that would end pesticide manufacturers' responsibility for harm caused by using their pesticide products as directed. Bayer has been lobbying for immunity through legislation since January 2024 and bills to limit Bayer's liability for claims regarding Roundup™ were introduced in Iowa, Missouri, and Idaho. The bill was defeated in Idaho and Iowa but was passed by the House in Missouri and was defeated in the Senate. Beyond Pesticides recently launched an action to stop this nationwide campaign by chemical manufacturers to shield themselves from liability cases filed by those who have been harmed by pesticide products. *Stay informed of news and ways to take action – sign up for Action Alerts here.*

However, this legislative push is not part of Bayer's "official" strategy to fight off lawsuits. The Bayer website lays out for investors a five-step plan for addressing them. Their best hope was the U.S. Supreme Court, which they hoped would decide that state-based failure-to-warn claims are preempted by federal law. Essentially their argument was that since the U.S. Environmental Protection Agency (EPA) approved the herbicide for use, Bayer cannot be held liable for harm caused to users of its products. However, as of the time of publication, the Supreme Court has declined to hear Monsanto's appeals.

The second prong on Bayer's five-step plan is to continue managing the 170,000 claims filed to date. As reported above, while Bayer started out strong, it recently has begun to settle for huge sums of money. With 54,000 suits left to go, it remains to be seen if Bayer will return to individual negotiations.

The third prong of the five-step plan is to substitute glyphosate with other chemicals, like Bayer's Roundup™ product sold in Europe without glyphosate. However, without publicity or fanfare,

Bayer/Monsanto has quietly removed glyphosate and substituted other active ingredients with different risk profiles from some formulations of Roundup™ sold in the United States for use by regular consumers (those without a pesticide applicator license). Some of these formulations of Roundup™ contain the active ingredient triclopyr. Advocates are alarmed at the new risk this poses to unsuspecting consumers, since the brand name remains the same. Advocates note that deficiencies in the Roundup™ warning label continue with these new formulations and active ingredients. Given Monsanto's track record with its use of co-formulants that are potentially more toxic than glyphosate, it seems unlikely that any substitute pesticide will be any less toxic to humans and the environment. And given the failure of EPA to protect the public from these chemicals in the past, it also seems unlikely that the substitute pesticide will receive appropriate vetting.

Bayer seems to have backtracked on the fourth step of the five-step plan, claiming first to seek individual settlements with claimants outside of the normal legal system. (The website specifically mentions "directly avoiding plaintiffs' law firms.") However, Bayer goes on to say that since they have been so successful in court they have decided to stick to the legal system. Recent losses in court and broad Bayer staff layoffs suggest they may be reconsidering this approach.

The fifth step of the plan is to simply repost their "scientific safety studies" for their products, thereby ensuring "more transparency and information." However, industry-funded studies have repeatedly been shown to have bias, poor science, or other questionable findings. An investigative report published in 2022 provided a comprehensive review of Bayer's strategy to deny science, manufacture doubt, and discredit critics who have researched, reported on, and/or advocated against the company's products. A report from U.S. Right to Know in collaboration with Friends of the Earth and Real Food Media, *Merchants of Poison: How Monsanto Sold the World on a Toxic Pesticide*, exposed not only Bayer's malfeasance in its promotion of its glyphosate-based herbicide products, but also highlighted the broader landscape of corporate efforts to white- or green-wash products that companies know are harmful to people and the environment.

Merchants of Poison says, "Big Tobacco's spin tactics arguably cost millions of lives as regulations emerged long after it was evident that cigarettes cause cancer—and continue to cost lives. (The World Health Organization (WHO) estimates 8 million people die annually from tobacco use.) The fossil fuel sector's spin pushed science denialism and political inaction that has led to a warming world and is associated with millions of deaths per year, with few clear pathways to averting catastrophic climate change."

The report's coauthor, Stacy Malkan, commented, "The pesticide industry is not just following in the footsteps of Big Tobacco and Big Oil, they co-wrote the playbook — from their attacks on Silent Spring author Rachel Carson 60 years ago to the recent Monsanto-led assault on the cancer researchers of the World Health Organization."

As Beyond Pesticides has reported, the pesticide industry has engaged in knowingly deceptive and aggressive tactics to persuade the public that pesticides are not only "safe," but also somehow "critical" to *producing enough food for the world's population. Both claims are demonstrably false.* Beyond Pesticides has frequently written about the impressive capacity of organic, regenerative, agroecological agriculture to produce high-quality and sufficient food supplies as well as being key to turning around the public health, biodiversity, and climate crises. (See here, and the latest news here).

The unsavory and sometimes corrupt activity has also extended, as Beyond Pesticides has covered, to federal agency staff, including managers at the U.S. Environmental Protection Agency (EPA), which oversees pesticide registration and regulation. Indeed, unholy "alliances" between industry lobbyists and EPA staff exacerbate the toxic pesticide problem, as we have reported here and here.

And it is not just EPA that is often "towing" the pesticide line for Bayer and other manufacturers, but U.S. foreign policy has engaged in efforts to tamp down restrictions more stringent than the EPA. Both Thailand in 2019 and Mexico in 2024 adopted bans on the use of glyphosate products in their countries, only to be met with pushback by the U.S. government that resulted in their postponement and possible withdrawal of the bans.

This most recent study of glyphosate reinforces the urgent need to get off the toxic pesticide treadmill and adopt organic regenerative approaches that obviate the use of these compounds.

What Beyond Pesticides wrote in 2018 still holds: "Beyond Pesticides has strategically sought to transform our country's approach to pest management, both agricultural and residential/structural, by eliminating reliance on pesticides and advancing organic management practices that do not rely on toxic inputs. In this context, pesticides like glyphosate become an example of chemical industry influence resulting in inadequate underlying laws and regulations. . . [W]e must teach that these chemicals are not only dangerous to environmental health, but are unnecessary to prevent pests and achieve pest management goals."

Please see the Daily News Blog and Take Action features on the Beyond Pesticides' website homepage, and join Beyond Pesticides to support our campaign to end the use of toxic pesticides, such as glyphosate, in the next decade. To reduce exposure to pesticides such as glyphosate residue in conventional food, please see Eating With A Conscious.

All unattributed positions and opinions in this piece are those of Beyond Pesticides.

Sources:

Glyphosate presence in human sperm: First report and positive correlation with oxidative stress in an infertile French population, *Ecotoxicology and Environmental Safety*, June 15, 2024

Bayer wants legislative help to fight its cancer lawsuits, *The Economist*, May 18, 2024

Glyphosate (Roundup™) Factsheet, Beyond Pesticides, 2017

Glyphosate: Cancer, endocrine disruption and other health risks, US Right to Know, January 19, 2024

Whistleblowers Expose Corruption in EPA Chemical Safety Office, *The Intercept*, July 2021

The Monsanto Papers – Deadly Secrets, Corporate Corruption and One Man's Search for Justice, Carey Gillam, March 2021

Roundup litigation discovery documents: implications for public health and journal ethics, *Journal of Public Health Policy*, June 2018

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And while much of the media attention has been on how male frogs can turn into females, what this comprehensive study found is that the effects "do not occur merely across populations, species or even genera or orders, but across vertebrate classes." That means they occur across amphibian, fish, mammal and reptile species.

The researchers believe these scary changes occur because atrazine reduces production of male hormones, while increasing the effect of estrogen, a female hormone. The atrazine levels that frogs which change sex are exposed to is less than what's legally allowed in our water — it occurs at levels as low as 0.1 parts per billion, or PPB. In comparison, the EPA allows atrazine at levels 30 times higher than this in our drinking water — 3 ppb.

Women are probably familiar with hearing about **estrogen**; Raised levels of the hormone increase risk of breast and ovarian cancer. So it should come as no surprise that high levels of atrazine in water or long-term exposure to atrazine have been found to do the same. (10, 11) While a direct link hasn't been found, the research is certainly concerning.



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Washington Fires Health Chief Over Handling of Lead in Water

By BRIAN WINGFIELD

WASHINGTON, March 26 — With concern growing over unsafe lead levels in the drinking water here, city officials blamed the federal government this week for the problem. On Friday, the city fired the head of the Health Department because, the officials said, he had in part not adequately responded to the problem.

The mayor's office acknowledged that it had dismissed James A. Buford, the health director, and replaced him with an interim director, Herbert R. Tillery, the deputy mayor for operations.

The District of Columbia Water and Sewer Authority, the water distributor, says Mr. Buford failed to respond to a request in December to help inform the public about the lead.

Mr. Buford's phone number was not available for seeking comment.

Officials say that 4,000 houses have shown high levels in tests and that additional thousands might be affected. The officials said they had traced the source of the problem to strengthening the chlorine by adding ammonia, which leads to lead leaching from water pipes.

Mayor Anthony A. Williams and other municipal officials faulted the Army Corps of Engineers, which used the ammonia, and the federal Environmental Protection Agency, which monitors the water system. City officials have asked the federal government to reimburse it for nearly $26 million spent on replacing pipes, testing and other expenses.

"It would be wholly inappropriate and unjust for the people of the district to bear these costs," Mr. Williams, a Democrat, and Carol Schwartz, the top Republican on the City Council, wrote to President Bush this week.

At first, the water authority said the problem was limited to 23,000 houses with aging lead pipes. Officials say that the number could increase and that because of poor record keeping they were not sure how many houses had lead pipes.

In recent week, officials in counties in Maryland and Virginia have begun testing their drinking water.

According to the Centers for Disease Control and Prevention, lead poisoning can cause learning, behavioral and health problems, including seizures and possibly death, in young children. Adults face less risk but are also susceptible to lead contamination.

Mayor Williams's office ordered the water authority last week to deliver free water filters to all 23,000 homes known to have lead pipes. The deliveries are supposed to be completed by April 10.

The Health Department has also screened the blood of nearly 2,000 people, a spokesman for Mr. Williams, Tony Bullock, said.

This month, the environmental agency told the city to adopt new guidelines to respond to the contamination. The agency has formed a panel to find the cause of the problem and to release its findings on Wednesday.

"Our primary concern is to make sure the estimated 23,000 homes and businesses with lead service lines receive safe drinking water," a spokeswoman for the agency, Cynthia Bergman, said in a statement. "We need to identify the cause of the problem before we decide who pays for what."

Some critics said the federal government was not being held accountable enough for the situation.

"The origin and the responsibility for D.C.'s water crisis lies with the federal government," said Eleanor Holmes Norton, the city's nonvoting delegate to Congress.

Ms. Norton said the federal government should declare a state of emergency, so federal money could be earmarked for the water system.

We need to wake up to the latest water scare

SAD TO SAY, BUT TRUE. A few years ago we were caught napping on MTBE, which was put in California's gasoline to clean up air pollution. When critics attacked MTBE as a carcinogen, we naively took the position that the government would never add a carcinogen to gasoline knowing that it could leak int the water supply from storage tanks. But we were wrong. And the critics who insisted that we were poisoning our water were right. Today, MTBE is still with us as an additive, and states are still battling to drop it from gasoline.

Now we have a new phenomenon called chloramine, which was added to the water supply coming from Hetch Hetchy in February and is being piped into every city in San Mateo County. For 100 years the people of this country have lived with chlorine as the most effective disinfectant in our water. But the Environmental Protection Agency has allowed states to replace chlorine with chloramine, even though it acknowledges the chemical is a health concern. The problem is that too few people know anything about chloramine, which is nitrosodimeth ylamine, when added to drinking water.

Wkin Parker is a Millbrae resident who is also a medical science technologist for the state. He says chloramine is dangerous and will probably be classified as a human carcinogen in six months by the EPA.

He says the problem is that the human body has a difficult time digesting ammonia, a component of chloramine. It takes a healthy liver, according to Parker, to digest it — and those people with AIDS or cancer, or who are on drugs, can have a toxic reaction to chloramine. Fish and pets are also vulnerable to the chemical and warnings have been sen to consumers not to use the water in fish tanks. Parker said he is going to try to qualify a measure for the November ballot that would stop the use of chloramine and would establish an education council to educate water boards, city councils and the San Francisco Public Utilities Commission

Having watched the EPA in the past ignore the safety concerns of Americans, we question how chloramine can make its way into our drinking water without any real public discourse. It has been one of the best-kept secrets in California this year as cities in San Mateo County vote to allow the SFPUC to add this chemical to our water.

If MTBE is any guide to chloramine, it will take some time before the truth comes out and the public is sufficiently alarmed. But after MTBE, why should anyone believe the fe eral government is committed to safeguarding the American people against dangerous toxins in their water supply?

The Examiner.

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Chloramine causes collateral health damage

CHLORAMINE IS A TOXIN added to drinking water we receive from the Hetch Hetchy system. Chloramine is ammonia added to chlorine to make chloramine. Listed in the MSDS industrial chemistry book, chloramine is to be used in an emergency and does not have an antidote. Chloramine cannot be boiled out of the water and can kill fish in hobby tanks and as shown from research, can cause canine hysteria.

GUEST OPINION
BY WINN PARKER

Hemodialysis patients have a special consideration not to have chlormaine in their blood. They could die in minutes.

Chronic kidney disease causes the organs to slowly lose their ability to filter waste out of the bloodstream. Many of the 20 million people estimated to have kidney disease do not know it. The Public Utility Commission is asking humans to be a human processing plant for the chloramine in the body.

Charcoal filters cannot take out the nitrogen in the ammonia. The PUC's requested human processing plant — which is us — can bioaccumulate the nitrogern-toxins from an impaired kidney, liver or impaired immune system. The bioaccumulation of amine toxins and secondary cancer products are going to accumulate even in various dosages of ammonia to chlorine in the drinking water.

Chlolramine in drinking water can enter the digestion and blood stream in another form called a nitrogen balance. Nitrogen balance refers to the difference between nitrogen intake and total nitrogen loss in urine, sweat and bowel elimination. Ammonia, derived mainly from breakdown of amino acids, is toxic to all animals. Human tissues, therefore, initially detoxify ammonia by converting it to glutamine for transport to the liver. Collateral health damage from ammonia upsets the pH balance of the body. If the liver is functioning properly, it releases ammonia converted into the non-toxic nitrogen-rich compound urea in the urine. If the amine of the liver is compromised, ammonia accumulates in the blood and generates serious consequences.



DOUG OAKLEY

Winn Parker of Millbrae is campaigning against the use of chloramine in Bay Area water supplies.

N-nitrosodiumethyamine (NDMA), a probably carcinogen, is a likely by-product of cloramination of drinking water. Collateral health damage from this secondary cancer by-product, NDMA, will probably decrease immunity in the human body. Journal AWWA, Feb. 2001, Vol. 93, No. 2, pp. 92-99.

There are other examples of possible collateral health damage from chloramine explained in other scientific journals, one affecting thyroid metabolism in healthy men and another affecting white blood cells that are needed for a healthy immune system.

Research shows there is also collateral health damage when chloramine interacts with certain medicines. For example, chloramine can change the interaction in the body from taking antidepressants with the drinking water. Statins, which reduce cholesterol levels, are influenced by chloramine drinking water entering the cells of the body. Propecia, for male pattern baldness, is interactive with chloramine.

Chloramine has been known to cause corrosive pipe deterioration releasing lead and other toxins from pipes eaten away by chloramine. This could cost consumers billions of dollars a years and adversely impact public health.

For a short-term solution, consumers should have filters to remove lead from the water. The long-term solution is to eventually replace all significant lead-bearing materials that are used in the water system. This will take generations to implement. Rather, we must NOW remove chloramine, which is a toxin and produces secondary cancer by-products, and has uncertainties and risks. Since chloramine is a toxin added to the water, water qualifies to be labeled as a toxin under Proposition 65.

If it costs close to $400 million to have alternative technologies for our water to be chemically free, it is a small price to pay compared to the $3.5 billion 13-year build-out of the Hetch Hetchy water system.

After the installation of alternative technologies, we will not have to worry about setting caps on tort damage lawsuits resulting from wrongful death suits against the state, county, and city councils.

Winn Parker is a global medical and bioscience clinical intellectual property venture capital licensing agreement analyst. He is a licensed clinical medical scientist and an expert witness in medical science and biomedical cases, in addition to being a former consultant to the World Health Organization. Parker lives in Millbrae.

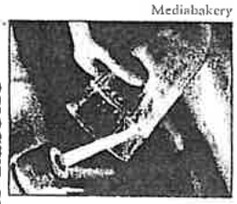
US News and World Report magazine
Sept 5, 2008

Health scare of the week
Tap water linked to diabetes

Arsenic in the U.S. water supply may be linked to an upswing in cases of type 2 diabetes, a new study finds. The toxin is commonly found in drinking water, though usually at levels so minuscule that experts did not think it posed a threat. But a new study by researchers at Johns Hopkins University in Baltimore found that even tiny amounts of arsenic can have a harmful effect. An analysis of arsenic levels in the urine of 788 people found a nearly fourfold increase in the risk of diabetes in people with minute arsenic concentrations in their systems, compared with people with even more negligible amounts. Arsenic can enter the water supply when minerals break down naturally or as an industrial pollutant. Some advocates are now pushing for tougher drinking-water standards and better filtration methods. "The good news is, this is preventable," study author Dr. Ana Navas-Acien tells the Associated Press.

THE WEEK September 5, 2008

Mediabakery



Arsenic, anyone?

Ryan East knew something was wrong with the water at his school as soon as he turned on the tap in the dorm bathroom. "The water had a peculiar smell," says East, now a sophomore at the University of Oklahoma in Norman. "By Thanksgiving I was experiencing headaches, bloating, abdominal pain, and numbness in my fingertips and tongue."

East discovered that these are symptoms of arsenic poisoning. The University of Oklahoma sits on top of a geologic formation called the Central Oklahoma Aquifer. A major source of water for the state, it was found to contain small amounts of dissolved arsenic, a naturally occurring element that has been linked to lung, liver, and colon cancer.

What is happening in Oklahoma underscores the frightening truth about the water supply in the United States: It may not be as safe as we think it is. Millions of Americans' drinking water may have contaminants that, in high enough concentrations, can damage the nervous, immune, and endocrine systems and cause birth defects.

Major public-health progress has been made in the last century—the chlorination process has all but eliminated cholera and typhoid, two of the deadliest waterborne diseases; water utilities are required to monitor regularly for at least 87 of the most harmful contaminants. There are now more than 2,800 chemicals in active use, however, and most of them are lightly regulated at best. Eighty-two substances, from antibiotics and steroids to chemicals from insecticides and detergents, are consistently found in the surface waters that supply drinking water to many areas, according to the U.S. Geological Survey. No one knows for sure how dangerous all these contaminants are, but what's certain is that some of them are coming out of your tap.

To find out how many chemicals are in your water, *Organic Style* obtained water-quality reports from 586 utilities serving 25 cities, or nearly 44 million people—about 15 percent of the U.S. population. We found no link between the size of a utility and its water quality: Some large systems appear to be quite free of contaminants (Detroit, Memphis); others are among the worst (New York City, San Francisco). And we found no geographic patterns for contaminants. Arsenic is a problem all over: in the West (Seattle, Fresno), in the Midwest (Des Moines; Oshkosh, Wisconsin), and in the Northeast (Nashua, New Hampshire; Philadelphia). Radioactive contaminants, nitrates, lead, bacteria, the gasoline additive called methyl tertiary butyl ether (MTBE), pesticides, and volatile organic compounds (VOCs) were also found at high levels in several cities.

To learn more about the quality of your water, get a copy of the report from your utility company (see above right) or have your tap water tested (see page 116). If you're concerned about the water's safety—especially if the water report shows that one or more contaminants are near the standard level or if there are 20 or more contaminants present—install a filter (for filter recommendations, see page 140).

Most important, don't take clean water for granted. Many communities across the country have water that is, quite literally, making them sick. Here's a look at the hazards many families are facing every time they turn on the faucet.

How to **request a water report**

Your water utility is required to mail reports to all of its customers every July (if you rent, ask your landlord). If you've misplaced yours, go to epa.gov/safewater/dwinfo.htm and click on "see if your report is posted on-line." You can also call the EPA's Safe Drinking Water Hotline at 800-426-4791 to find out which utility serves you and how to get a report.

Arsenic on Tap

In 2003, tests showed that the wells serving Ryan East and his fellow students at the University of Oklahoma in Norman contained 35 parts per billion of arsenic. Although that's below the Environmental Protection Agency's current permissible level of 50 ppb in drinking water, it's well above the new limit of 10 ppb, which the EPA says water systems cannot exceed by 2006. The EPA decided to reduce the limit to 10 ppb because one out of 100 people who drink water containing an arsenic level of 50 ppb will get cancer of the skin, kidneys, nasal passages, liver, prostate, lungs, or bladder, according to estimates by the National Academy of Sciences. In fact, even at 10 ppb the risk of dying from an arsenic-related cancer is one in 500. Some scientists believe that any detectable level of arsenic contributes to cardiovascular disease and disorders of the immune, endocrine, and nervous systems.

Originally, the EPA had recommended a limit of 5 ppb, which reduces the lifetime cancer risk to one in 1,000. The agency changed it to 10 ppb after health and engineering experts gathered data on the effects of arsenic in water and the costs of meeting the proposed regulations. "Both health and economics can be benefited at 10 ppb," says Amy Zander, PhD, a professor of civil and environmental engineering at Clarkson University in Potsdam, New York, who participated in the EPA analysis. "It's an acceptable risk at an acceptable cost." Gina Solomon, MD, a senior scientist with the Natural Resources Defense Council, disagrees. "This new standard is not what I would call safe," she says. "It's what I would call a compromise."

Continued on page 116

Sept. 2004
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PENINSULA PEOPLE OPINIONS

Chloramine causes collateral health damage

CHLORAMINE IS A TOXIN added to drinking water we receive from the Hetch Hetchy system. Chloramine is ammonia added to chlorine to make chloramine. Listed in the MSDS industrial chemistry book, chloramine is to be used in an emergency and does not have an antidote. Chloramine cannot be boiled out of the water and can kill fish in hobby tanks and as shown from research, can cause canine hysteria.

GUEST OPINION
BY WINN PARKER

Hemodialysis patients have a special consideration not to have chlormaine in their blood. They could die in minutes.

Chronic kidney disease causes the organs to slowly lose their ability to filter waste out of the bloodstream. Many of the 20 million people estimated to have kidney disease do not know it. The Public Utility Commission is asking humans to be a human processing plant for the chloramine in the body.

Charcoal filters cannot take out the nitrogen in the ammonia. The PUC's requested human processing plant – which is us – can bioaccumulate the nitrogern-toxins from an impaired kidney, liver or impaired immune system. The bioaccumulation of amine toxins and secondary cancer products are going to accumulate even in various dosages of ammonia to chlorine in the drinking water.

Chlolramine in drinking water can enter the digestion and blood stream in another form called a nitrogen balance. Nitrogen balance refers to the difference between nitrogen intake and total nitrogen loss in urine, sweat and bowel elimination. Ammonia, derived mainly from breakdown of amino acids, is toxic to all animals. Human tissues, therefore, initially detoxify ammonia by converting it to glutamine for transport to the liver. Collateral health damage from ammonia upsets the pH balance of the body. If the liver is functioning properly, it



DOUG OAKLEY
Winn Parker of Millbrae is campaigning against the use of chloramine in Bay Area water supplies.

releases ammonia converted into the non-toxic nitrogen-rich compound urea in the urine. If the amine of the liver is compromised, ammonia accumulates in the blood and generates serious consequences.

N-nitrosodiumethyamine (NDMA), a probably carcinogen, is a likely by-product of cloramination of drinking water. Collateral health damage from this secondary cancer by-product, NDMA, will probably decrease immunity in the human body. Journal AWWA. Feb. 2001, Vol. 93, No. 2, pp. 92-99.

There are other examples of possible collateral health damage from chloramine explained in other scientific journals, one affecting thyroid metabolism in healthy men and another affecting white blood cells that are needed for a healthy immune system.

Research shows there is also collateral health damage when chloramine interacts with certain medicines. For example, chloramine can change the interaction in the body from taking antidepressants with the drinking water. Statins, which reduce cholesterol levels, are influenced by chloramine drinking water entering the cells of the body. Propecia, for male pattern baldness, is interactive with chloramine.

Chloramine has been known to cause corrosive pipe deterioration releasing lead and other toxins from pipes eaten away by chloramine. This could cost consumers billions of dollars a years and adversely impact public health.

For a short-term solution, consumers should have filters to remove lead from the water. The long-term solution is to eventually replace all significant lead-bearing materials that are used in the water system. This will take generations to implement. Rather, we must NOW remove chloramine, which is a toxin and produces secondary cancer by-products, and has uncertainties and risks. Since chloramine is a toxin added to the water, water qualifies to be labeled as a toxin under Proposition 65.

If it costs close to $400 million to have alternative technologies for our water to be chemically free, it is a small price to pay compared to the $3.5 billion 13-year build-out of the Hetch Hetchy water system.

After the installation of alternative technologies, we will not have to worry about setting caps on tort damage lawsuits resulting from wrongful death suits against the state, county, and city councils.

Winn Parker is a global medical and bioscience clinical intellectual property venture capital licensing agreement analyst. He is a licensed clinical medical scientist and an expert witness in medical science and biomedical cases, in addition to being a former consultant to the World Health Organization. Parker lives in Millbrae.

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Suppressed Science: Fluoride Link to Cancer

Long-lost research linking fluoride to cancer has resurfaced in a Dutch film clip featuring Dr. Dean Burk, who in 1937 co-founded the US National Cancer Institute (NCI) and headed its cytochemistry department for over 30 years. In the taped interview, he equates water fluoridation to "public murder," referring to a study that had been done on the 10 largest U.S. cities with fluoridation compared to the 10 largest without it.

The study clearly demonstrated that deaths from cancer abruptly rose in as little as a year or two after fluoridation began. This and other studies linking fluoride to cancer were government-ordered but were quickly buried once fluoride was found to be linked to dramatic increases in cancer.

Dr. Dean Burk - Fluoride causes cancer | More info



Join the Fight to Get Fluoride Out of Drinking Water

There's no doubt about it: Fluoride should not be ingested. At least when it comes to topical application, you have a choice. You can easily buy fluoride-free toothpaste and mouthwash. But you're stuck with whatever your community puts in the water, and it's very difficult to filter out of your water once it's added. Many do not have the resources or the knowledge to do so.

The only real solution is to stop the archaic practice of water fluoridation in the first place. Fortunately, the Fluoride Action Network[5] has a game plan to END water fluoridation in both Canada and the United States.

I urge you to join the anti-fluoride movement in Canada and United States by contacting the representative for your area below.

Contact Information for Canadian Communities:

1. If you live in **Ontario, Canada**, please join the ongoing effort by contacting Diane Sprules at diane.sprules@cogeco.ca.
2. The point-of-contact for **Toronto, Canada** is Aliss Terpstra. You may email her at aliss@nutrimom.ca.

Contact Information for American Communities:

We're also going to address three US communities: Portland, Wichita, and Phoenix:

1. **Portland, Oregon**: Even though residents have voted down fluoridation three separate times, the pro-fluoride lobbying is now working to influence city councilors to ignore the public and pass fluoridation without another vote. If you live in the Portland area, please contact FAN's Oregon point person, Kimberly Kaminski. You can email her at kim@safewateroregon.org. Portland residents will be battling a very well financed campaign by the ADA, Delta Dental and the PEW Charitable Trust. Please consider making a donation to Oregon Citizens for Safe Drinking Water.
2. **Witchita, Kansas**: The pro-fluoride lobby has also targeted Wichita for forced fluoridation. If you live in Kansas and would like to help protect the safety of the citiy's drinking water, please contact Fluoride Free Kansas at fluoridefreekansas.org/contact-us
3. **Phoenix, Arizona** -- The city council is reassessing their fluoridation program. The issue was raised by Councilman Tom Simplot and local fluoride-free campaigners. The city currently spends more than $500,000 annually on fluoridation, and currently joins only 9 other Arizona communities in fluoridating their water. The city council is expected to study the issue and meet on September 11, when it will hold further hearings and decide the fate of the practice. If you live in the Phoenix area and would like to get involved, please contact FAN's Phoenix coordinator.

learning disabilities of all kinds). In fact, there have been over 23 human studies and 100 animal studies linking fluoride to brain damage[3]. Fluoride can also increase manganese absorption, compounding problems since manganese in drinking water has also been linked to lower IQ in children.

Reported effects of fluoride on your brain include:

Reduction in nicotinic acetylcholine receptors	Damage to your hippocampus	Formation of beta-amyloid plaques (the classic brain abnormality in Alzheimer's disease)
Reduction in lipid content	Damage to purkinje cells	Exacerbation of lesions induced by iodine deficiency
Impaired antioxidant defense systems	Increased uptake of aluminum	Accumulation of fluoride in your pineal gland

Six Facts You Need to Know About Water Fluoridation

Harmful Effects have Been Known for Half a Century...

What is perhaps most surprising is that the harmful effects of fluoride have been known by conventional medical organizations for over half a century. For example, the *Journal of the American Medical Association (JAMA)* stated in their September 18, 1943 issue that fluorides are general protoplasmic poisons that change the permeability of the cell membrane by certain enzymes. And, an editorial published in the Journal of the American Dental Association, October 1, 1944, stated:

> *"Drinking water containing as little as 1.2 ppm fluoride will cause developmental disturbances. We cannot run the risk of producing such serious systemic disturbances. The potentialities for harm outweigh those for good."*

Part of the problem is that it's an *accumulative toxin* that, over time, can lead to significant health problems that are not immediately linked to fluoride over-exposure. In a 2005 paper entitled "*Fluoride—A Modern Toxic Waste*," Lita Lee, Ph.D. writes[4]:

> *"Yiamouyiannis' book, "Fluoride, The Aging Factor," documents the cumulative effect of tissue damage by fluoride, commonly seen as aging (collagen damage), skin rashes and acne, gastrointestinal disorders, and many other conditions, including osteoporosis. The U.S. Center for Disease Control and the Safe Water Foundation reported that 30,000 to 50,000 excess deaths occur in the United States each year in areas in which the water contains only one ppm fluoride.*
>
> *... Fluoride suppresses the immune system: Fluoride inhibits the movement of white blood cells by 70%, thereby decreasing their ability to reach their target. Yiamouyiannis cites 15 references in his pamphlet, Lifesavers Guide to Fluoridation, that document immunosuppressive effects of as little as 10% of the amount of fluoride used in fluoridated water... Immunosuppressive effects run the gamut, from a cold that won't go away to increased risk of cancer and other infectious diseases."*

Studies have shown that fluoride toxicity can lead to a wide variety of health problems, including:

Increased lead absorption	Disrupts synthesis of collagen	Hyperactivity and/or lethargy	Muscle disorders
Thyroid disease	Arthritis	Dementia	Bone fractures
Lowered thyroid function	Bone cancer (osteosarcoma)	Inactivates 62 enzymes and inhibits more than 100	Inhibited formation of antibodies
Genetic damage and cell death	Increased tumor and cancer rate	Disrupted immune system	Damaged sperm and increased infertility

IN HONOR OF DR. JOHN YIAMOUYIANNIS

Source: Fluoride Action Network | October 11th, 2000

Location: United States (https://fluoridealert.org/news/?country=united-states), National USA (https://fluoridealert.org/news/?country=united-states&sub=national-usa)

On October 8, 2000, a man of true honor and integrity passed away. Dr. John Yiamouyiannis, (known to friends and activists as "Dr. Y"), worked tirelessly for many years to expose the poor science supporting fluoridation (http://www.fluoridealert.org), and will, we believe, be remembered as one of those rare kind of scientists who has the courage and commitment to take scientific truth to political power.

"I will never forget how fearless he was," said Dr. Robert Carton, a former scientist at the EPA. Carton recalled a presentation Yiamouyiannis gave,

"At a presentation at EPA (at the invitation of the union), he accused a researcher from the University of Rochester of fraud. One of the researcher's students was in the audience (Bill Sette) and he jumped up outraged. John said: take the message back to your professor and have him sue me. John found how the guy had altered data from one paper to another and would have survived easily in court. Needless to say, he was never sued."

It was almost thirty years ago, while working as the biochemical editor at Chemical Abstracts, that Dr. Y became aware of the health effects of ingested fluoride (http://www.fluoridealert.org). From then on, he produced some of the most important work on fluoridation.

It was based on research provided by Dr. Yiamouyiannis and Dr. Dean Burk (former Chief Chemist at the National Cancer Institute), that Congress in 1977 mandated an animal study be done to determine if fluoride was carcinogenic.

"I met John on the very first day I became involved in this issue," recalls Paul Connett, a chemistry professor at St. Lawrence University. "That was at a village council meeting here in Canton, NY. The fact that he spoke so eloquently and could back up everything he said with such voluminous references and detail combined with the fact that everything he said was ignored by our local dentists and one doctor in attendance, gave us some inkling of what we were up against."

Pat Moreell, an active campaigner in Florida, said, "I've been in this fight for 35 years and John was always there. He was a very special person."

An example of Yiamouyiannis' tireless commitment was his study of the National Institute of Dental Research's 1986-1987 survey of US Schoolchildren's teeth. Believing that the claims of fluoridation's effectiveness were greatly exaggerated, Yiamouyiannis was very eager to see the results of the NIDR's survey which was, and still is, the largest modern survey of schoolchildren's teeth in the US.

After being denied his request to look at the results of the NIDR's survey, Yiamouyiannis used the Freedom of Information Act, whereupon he received the data in hard copy form. With the data in hard copy form, Yiamouyiannis had to type into a computer the individual DMFT (decayed, missing, and filled teeth) rates of 39, 207 different children. While such

(http://www.facebook.com/FluorideActionNetwork)
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QUICK FACTS

97% OF WESTERN EUROPE HAS REJECTED WATER FLUORIDATION (HTTP://WWW.FLUORIDEALERT.ORG/CONTENT/EURO STATEMENTS/)

MANY CHILDREN NOW EXCEED RECOMMENDED DAILY FLUORIDE INTAKE FROM TOOTHPASTE ALONE. (HTTP://FLUORIDEALERT.ORG/ISSUES/SOURCES/F-TOOTHPASTE/)

FLUORIDE IS NOT A NUTRIENT (HTTP://WWW.FLUORIDEALERT.ORG/STUDIES/ESSEN NUTRIENT/).

64 STUDIES HAVE LINKED FLUORIDE WITH

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a task would have kept many from proceeding, Yiamouyiannis persisted and eventually compiled and sorted all the data, triple checking all entries. Upon doing so, Yiamouyiannis found that the DMFT rates of children living in fluoridated communities their whole lives differed little, if any, from the DMFT rates of children living their whole lives in (DN)ridated communities. Such a finding brought into serious question the claims made by the dental community about the supposed benefits of fluoridation.

For this, and all of his many day in, day out efforts helping citizens' groups throughout the country, we will miss Dr. John Yiamouyiannis, a man truly ahead of his time.
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Fluoridation: Worsening the Lead Crisis in Flint, and Beyond

Print-Friendly Copy of Report Press Release: Fluoride in Water Worsens U.S. Lead Crisis Introduction Over the past few weeks, the nation has watched in horror at the lead poisoning crisis unfolding in Flint, Michigan. The details from Flint have been shocking: tap water so corrosive it caused lead levels in some homes to meet
(https://fluoridealert.org/articles/fluoridation_flint_l

RELATED STUDIES:

Fluoride & IQ: 76 Studies

Note: See the Updated list of fluoride IQ studies at https://fluoridealert.org/researchers/fluoride-iq-studies/the-fluoride-iq-studies/ • As of July 18, 2022, a total of 85 human studies have investigated the relationship between fluoride and human intelligence. • Of these investigations, 76 studies have reported that elevated fluoride exposure is associated with reduced IQ in humans. • The studies
(https://fluoridealert.org/studies/brain01/)

Fluoride's Effect on Fetal Brain

The human placenta does not prevent the passage of fluoride from a pregnant mother's bloodstream to the fetus. As a result, a fetus can be harmed by fluoride ingested pregnancy. Based on research from China, the fetal brain is one of the organs susceptible to fluoride poisoning. As highlighted by the excerpts
(https://fluoridealert.org/studies/brain05_/)

Fluoride: Developmental Neurotoxicity.

Developmental Neurotoxicity There has been a tremendous amount of research done on the association of exposure to fluoride with developmental neurotoxicity. There are over 60 studies reporting reduced IQ in children and several on the impaired learning/memory in animals. And there are studies which link fluoride to Attention Deficit Hyperactivity Disorder. Teaching
(https://fluoridealert.org/studies/brain03_/)

RELATED MISCELLANEOUS CONTENT:

Email Exchange with FDA re: Fluoride Supplements

Email exchange regarding FDA's reasons for not approving fluoride supplements.
(https://fluoridealert.org/content/fda-emails/)

Source of Fluoride:	Water
Water Fluoride Levels:	High F area=5.55±0.41 mg/L Medium F area=2.01±0.009 mg/L
Urine Fluoride Levels:	High F area = 6.13±0.67 mg/L Medium F area = 2.30±0.28 mg/L
Confounding Factors:	(1) The study included only those children who were life-long residents of the areas. respective location. (2) The areas have similar nutritional status and both have middle class socioeconomic status (although Sachana is slightly poorer). (3) Iodized salt is used in both areas.
Type of IQ Test	Questionnaire prepared by Prof. JH Shah; standardized on the Gujarati population with 97% reliability rate in relation to the Stanford-Binet Intelligence Scale
Results:	(A) Average IQ is lower in High-F area (91.72±1.13) than in Low-F area (104.44+1.23), p<0.001. (B) High F area has 28.09% of children with IQ below normal (over twice the percentage found in lower F area).
Conclusion:	"In agreement with other studies elsewhere, these findings indicate that children drinking high F water are at risk for impaired development of intelligence."

IQ Study #26: Fan (2007) (http://www.fluoridealert.org/uploads/fan-2007.pdf)

Citation:	Fan Z, Dai H, Bai A, Li P, Ro L, Li G, Zhang C, Li X. (2007). **The effect of high fluoride exposure on the level of intelligence in children.** *Journal of Environmental Health* 24(10):802-03.
Location of study:	**CHINA.** Pucheng County, Shaanxi Province.
Size of study:	79 children (42 children in High F area; 37 children in low F area)
Age of Subjects:	7-14 years old
Source of Fluoride:	Water
Water Fluoride Levels:	– High F area=3.15 mg/L – Low F area=1.03 mg/L (water-improvement schemes implemented 14-18 years before study)
Urine Fluoride Levels:	– High F area group=2.89±1.97 mg/L (range: 1.14-6.09 mg/L); – Low F area group=1.78±0.46 mg/L (range: 1.33-2.35 mg/L) *(non-significant difference, likely because F is consumed from various sources other than water)*
Confounding Factors:	(1) The two areas have common habits and lifestyles in terms of cuisine, economy, culture, education, agricultural goods, etc.. (2) No chemical factories in area. (3) The area does not have an iodine deficiency problem.
Type of IQ Test	CRT-C2 intelligence module

IQ Study #28: Wang (2007) (http://www.fluoridealert.org/uploads/wang-2007.pdf)

Citation	Wang SX, Wang ZH, Cheng XT, Li J, Sang ZP, Zhang XD, Han LL, Qiao XY, Wu ZM, Wang ZQ. (2007). **Arsenic and fluoride exposure in drinking water: children's IQ and growth in Shanyin county, Shanxi province, China.** *Environmental Health Perspectives* 115(4):643-7.
Location of study:	CHINA. Shanyin County, Shanxi Province.
Size of study:	720 children: 21-196 per village (3 villages for each of the arsenic groups)
Age of Subjects:	8-12 years old
Source of Fluoride:	Water
Water Fluoride Levels:	High-Arsenic group = 0.9±0.5 mg/L Medium-Arsenic group = 1.7±1.1 mg/L High-Fluoride group = 8.3±1.9 mg/L Control group = 0.5±0.2 mg/L
Urine Fluoride levels:	High-Arsenic group = 1.0±1.7 mg/L Medium-Arsenic group = 2.8±1.9 mg/L High-Fluoride group = 5.1±2.0 mg/L Control group = 1.5±1.6 mg/L
Confounding Factors:	(1) Arsenic used as variable. Similar manganese levels in water for all groups. (2) All groups lived in rural areas with similar geographic and cultural conditions and a comparable level of socioeconomic development (years of parental education, average income, years of exposure). (3) All children currently attending school.
Type of IQ Test	CRT-RC (Combined Raven's Test for Rural China)
Results:	– Average IQ in high-arsenic area (95.1±16.6) is significantly lower than IQ in control area (104.8±14.7). $p < 0.05$ – The average IQ in high-fluoride area (100.5±15.8) is also significantly lower than average IQ in control area (104.8±14.7). $p < 0.05$ – Significantly more children with IQ lower than 70 (mental retardation) in high-F area (4%), medium-arsenic area (3.3%), and high-arsenic area (8.3%) as compared to control (0%).
Conclusion:	"This study indicates that exposure to fluoride in drinking water is associated with neurotoxic effects in children."

IQ Study #27: Trivedi (2007) (http://www.fluoridealert.org/uploads/trivedi-2007.pdf)

Citation:	Trivedi TMH, Verma RJ, Chinoy NJ, Patel RS, Sathawara NG. (2007). **Effect of high fluoride water on intelligence of school children in India.** *Fluoride* 40(3):178-183.
Location of study:	**INDIA.** High F area: Sachana, Sanand district, Gujarat; Medium F area: Chandlodia, Ahmedabad.
Size of study:	190 children (89 in high F area; 101 in medium F area)
Age of Subjects:	12-13 years old

Results:	– IQ decreased with increasing F level in urine ($p < 0.01$) – IQ was significantly reduced among children with severe fluorosis as compared to children without fluorosis ($p < 0.05$) – A trend (albeit not statistically significant) for IQ to decrease with increasing severity of dental fluorosis (NS) and with increasing severity of the region's fluoride poisoning
Conclusion:	"High exposure to fluoride most definitely has an adverse effect on the development of intelligence in children, in particular on the capability of abstract inference."

IQ Study #29: Rocha-Amador (2007) (http://fluoridealert.org/wp-content/uploads/rocha_amador-2007.pdf)

Citation:	Rocha-Amador D, Navarro ME, Carrizales L, Morales R, Calderón J. (2007). **Decreased intelligence in children and exposure to fluoride and arsenic in drinking water.** *Cadernos de Saude Publica* 23(Suppl 4):S579-87.
Location of study:	**MEXICO.** Durango State, Mexico & San Luis Potosi State.
Size of study:	132 children
Age of Subjects:	6 to 10 years old
Source of Fluoride Exposure:	Water
Water Fluoride Levels	Lowest F village: 0.8±1.4 mg/L Middle F village: 5.2±0.9 mg/L Highest F village: 9.4±0.9 mg/L
Urine Fluoride Levels	Lowest F village: 1.8±1.5 mg/L Middle F village: 6.0±1.6 mg/L Highest F village: 5.5±3.3 mg/L
Confounding Factors:	(1) A multiple regression analysis was used that controlled for blood lead levels, socioeconomic status, mother's education, height-for-age (an index of malnutrition), and transferrin saturation. (2) Each child's water fluoride level, and urine fluoride level, levels were individually determined. (3) The test examiner was blinded as to the children's fluoride exposure.
IQ Test:	Wechsler Intelligence Scale for Children–Revised Mexican Version (WISC-RM)
Results:	(1) Both fluoride in urine, and fluoride in water, were significantly correlated with IQ, and this *correlation remained significant after* controlling for lead exposure, socioeconomic status, mother's education, malnutrition, and transferrin. (2) Fluoride's effect on IQ was larger than the effect from arsenic.
Conclusion:	"We found that exposure to F in urine was associated with reduced Performance, Verbal and Full IQ scores before and after adjusting for confounders. The same pattern was observed for models with F in water as the exposure variable. . . . The individual effect of F in urine indicated that for each mg increase of F in urine a decrease of 1.7 points in Full IQ might be expected."

Location of Study:	**INDIA.** Nalgonda District, Andhra Pradesh.
Size of Study:	1000 children
Age of Subjects:	13-15 years old
Source of Fluoride:	Water
Water Fluoride Levels:	Four areas were studied: <0.7 mg/L; 0.7-1.2 mg/L; 1.2-4.0 mg/L; >4 mg/L
Type of IQ Test:	Raven's standard progressive matrices
Results:	"Number of intellectually impaired children were gradually increased with the increase in fluoride concentration in the drinking water."
Conclusion:	"Findings of this study suggest that overall IQ levels in children's exposed to high fluoride level were significantly lower than the low fluoride areas."

IQ Study #30: Li (2009) (http://fluoridealert.org/wp-content/uploads/li-200911.pdf)

Citation:	Li F, Chen X, Huang R, Xie Y. (2009). **The impact of endemic fluorosis caused by the burning of coal on the development of intelligence in children.** *Journal of Environmental Health* 26(4):838-40.
Location of study:	CHINA. Xinhua County, Hunan Province.
Size of study:	80 children total: 20 children from "mild" fluorosis area, 20 from "medium" fluorosis area, 20 from "severe" fluorosis area, and 20 from non-fluorosis area.
Age of Subjects:	8-12 years old
Source of Fluoride:	Coal burning
Fluoride exposure levels:	Urine F (by region): severe = 2.34+1.13 mg/L medium = 1.67+0.66 mg/L mild = 1.24+0.43 mg/L control = 0.96+0.52 mg/L Urine F (by dental fluorosis type): severe = 2.66+1.09 mg/L medium = 2.01+0.80 mg/L mild = 1.64+0.68 mg/L very mild = 1.17+0.48 mg/L suspected = 1.09+0.36 mg/L no fluorosis = 0.87+0.23 mg/L.
Confounding Factors:	(1) All children were born and raised in the respective areas. (2) Children were excluded if they had been diagnosed with physical deformation, developmental disorders, delayed mental development, emotional/behavioral obstacles or challenges, or other forms of mental disorders.
Type of IQ Test	CRT-RC (Combined Raven's Test for Rural China)

Confounding Factors:	(1) Children included were continuous residents of study villages since birth; drinking water from same public water supply (1 per village); (2) attended same high school (1 per village). (3) Children with history of trauma or injury to head; affected by congenital or acquired neurological disorders, psychological disorders were excluded.
Type of IQ Test	Raven's Standard Progressive Matrices Test
Results:	63.2% of children in high F area had IQ less than 90, versus 47.7% of children in low F village. (p=0.06).
Conclusion:	"Though there was a trend in our study towards lower IQ in a greater number of children from high F village than in the low F village, probably the small sample size of the present study failed to establish a statistically significant difference."

IQ Study #32: Shivaprakash (2011)
(http://fluoridealert.org/studytracker/17873/)

Citation:	Shivaprakash PK, Ohri K, Noorani H. (2011). **Relation between dental fluorosis and intelligence quotient in school children of Bagalkot district.** *J Indian Soc Pedod Prev Dent.* 29(2):117-20.
Location of study:	**INDIA.** Bagalkot district, Karnataka state.
Size of study:	160 children
Age of Subjects:	7-11 years old
Source of Fluoride:	Water
Water Fluoride Levels:	high F village = 2.5-3.5 mg/L low F village = < 0.5 mg/L
Confounding Factors:	(1) Children included in study had normal birth history, were permanent residents in the region of study, had no history of trauma to the head, no history of chronic illness, not on medication. (2) Villages have similar culture, standard of living, and lifestyle habits.
Type of IQ Test	Raven's Colored Progressive Matrices Test
Results:	(A) Children with dental fluorosis had lower IQ (66.63±18.09) than those without dental fluorosis (76.36±20.84), $p < 0.05$. (B) Children with mild dental fluorosis had lower IQ (66.73) than those without dental fluorosis (75.89), $p < 0.05$.
Conclusion:	"Previous studies had indicated toward decreased Intelligence in children exposed to high levels of fluoride and our study also confirmed such an effect."

IQ Study #31: Sudhir (2009)
(http://fluoridealert.org/studytracker/21090/)

Citation:	Sudhir KM, Chandu GN, Prashant GM, Subba Reddy VV. (2009). **Effect of fluoride exposure on intelligence quotient (IQ) among 13-15 year old school children of known endemic area of fluorosis, Nalgonda District, Andhra Pradesh.** *Journal of the Indian Association of Public Health Dentistry* 13:88-94.

Conclusion:	"In conclusion, our study suggested that low levels of fluoride exposure in drinking water had negative effects on children's intelligence and dental health and confirmed the dose-response relationships between urine fluoride and IQ scores as well as dental fluorosis."

IQ Study #34: Poureslami (2011) (http://fluoridealert.org/studytracker/17871/)

Citation:	Poureslami HR, Horri A, Khoramian S, Garrusi B. (2011). **Intelligence quotient of 7 to 9 year-old children from an area with high fluoride in drinking water.** *Journal of Dentistry and Oral Hygiene* 3(4):61-64.
Location of study:	**IRAN.** Kerman Province; Koohbanan (high-F) and Baft (low-F).
Size of study:	120 children: 60 children per city
Age of Subjects:	7-9 years old
Source of Fluoride:	Water
Water Fluoride levels:	High-F = 2.38 mg/L Low-F = 0.41 mg/L
Confounding Factors:	(1) Exclusion criteria: genetic, congenital, or acquired diseases related to the nervous system, past or present. (2) Inclusion criteria (high-F village): signs of grade III TSIDF (total surface index of Dental Fluorosis) or more. (3) Inclusion criteria (low-F village): similar physical and mental health criteria adopted, but children lacked any sign of Dental Fluorosis. (4) Both towns at high altitude.
Type of IQ Test	Raven's Progressive Matrices Intelligence Test (Persian version)
Results:	Average IQ of High F group (91.37+16.63) is significantly lower than average IQ of Low-F group (97.80±15.95), $p < 0.05$.
Conclusion:	"Based on the findings, chronic exposure to high levels of fluoride can be one of the factors that influence intellectual development."

IQ Study #33: Eswar (2011) (http://fluoridealert.org/studytracker/23295/)

Citation:	Eswar P, Nagesh L, Devaraj CG. (2011). **Intelligent quotients of 12-14 year old school children in a high and low fluoride village in India.** *Fluoride* 44:168-72.
Location of study:	**INDIA.** Ajjihalli (low F) and Holesirigere (high F) villages, Davangere district, Karnataka.
Size of study:	133 children total (low F village=65; high F village=68)
Age of Subjects:	12-14 years old
Source of Fluoride:	Water
Water Fluoride levels:	High F village=2.45 mg/L Low F village =0.29 mg/L

Confounding Factors:	(1) No significant differences in urinary lead, arsenic, or iodine levels between the four groups. (2) No significant differences in gender ratio, socio-economic status, SES, parental education, height/age ratio, and weight/height ratio. (3) Children were excluded if they were not lifelong resident of area, if they had changed their water source since birth, or if they had history of congenital or acquired neurological disease and/or head injury.
IQ Test:	Raven's Standard Progressive Matrices
Results:	"Reduction in intelligence was observed with an increased water fluoride level (*P* 0.000). The urinary fluoride level was a significant predictor for intelligence (*P* 0.000)."
Conclusion:	"This study indicates that exposure to fluoride is associated with reduced intelligence in children. We have found a significant inverse relationship between intelligence and the water fluoride level, and intelligence and the urinary fluoride level. After adjusting for confounders, urinary fluoride was the significant predictor for intelligence."

IQ Study #35: Ding (2011)
(http://fluoridealert.org/studytracker/17870/)

Citation:	Ding Y, Yanhui G, Sun H, Han H, Wang W, Ji X, Liu X, Sun D. (2011). **The relationships between low levels of urine fluoride on children's intelligence, dental fluorosis in endemic fluorosis areas in Hulunbuir, Inner Mongolia, China.** *Journal of Hazardous Materials* 186(2-3):1942-46.
Location of study:	**CHINA**. Hulunbuir, Inner Mongolia.
Size of study:	331 children from four sites
Age of Subjects:	7-14 years old
Source of Fluoride:	Water
Water Fluoride Levels:	Mianduhe town=0.28+0.03 mg/L Nan district=0.79+0.33 mg/L Donghu district=1.78+0.60 mg/L Zhalainuoer county=1.82+1.00 mg/
Urine Fluoride Levels:	No dental fluorosis = 0.80+0.55 mg/L Questionable fluorosis = 1.13+0.73 mg/L Very mild fluorosis = 1.11+0.74 mg/L Mild fluorosis = 1.31+0.78 mg/L Moderate fluorosis =1.46+0.79 mg/L.
Confounding Factors:	(1) Sites selected to match social and natural factors like economic situation, educational standard, and geological environments. (2) Schools had similar teaching quality. (3) Sites are not exposed to known neurotoxins (e.g. arsenic) in drinking water, nor are they endemic areas for iodine deficiency disorders. (4) Five children who had not lived in these areas at least 1 year were excluded.
IQ Test:	CRT-RC3 (Combined Raven's Test for Rural China)
Results:	Children's IQ was inversely related to urinary fluoride content, (p<0.0001). Each increase in 1 mg/L of urine F was associated with 0.59 point decrease in IQ (p=0.0226).

IQ Study #37: Seraj (2012) (http://fluoridealert.org/studytracker/17864/)

Citation	Seraj B, Shahrabi M, Shadfar M, Ahmadi R, Fallahzadeh M, Eslamlu HF, Kharazifard MJ. (2012). **Effect of high water fluoride concentration on the intellectual development of children in Makoo/Iran.** *Journal of Dentistry, Tehran University of Medical Sciences* 9(3): 221-29.
Location of Study:	**IRAN.** Makoo.
Size of Study:	293 children (91 children in control village; 106 children in medium F village; 96 children in high F village)
Age of Subjects:	6 to 11 years old
Source of Fluoride Exposure:	Water
Water Fluoride Levels:	Control = 0.8+0.3 ppm Medium fluoride = 3.1+0.9 ppm High fluoride = 5.2+1.1 ppm
Confounding Factors:	Age, gender, child's educational level, mother's educational level, father's educational level, fluorosis intensity, iodine level in water, lead level in water.
IQ Test:	Raven's Color Progressive Matrices (RCPM)
Results:	"The mean IQ scores decreased from 97.77±16.91 for the normal fluoride group to 89.03±12.99 for the medium fluoride group and to 88.58±16.01 for the high fluoride group (P=0.001)."
Conclusion:	"Since all potentially confounding factors were adjusted, the difference in IQ scores may reveal the potential effect of high fluoride exposure on the intellectual development of children."

IQ Study #36: Saxena (2012) (http://fluoridealert.org/studytracker/14808/)

Citation:	Saxena S, Sahay A, Goel P. (2012). **Effect of fluoride exposure on the intelligence of school children in Madhya Pradesh, India.** *Journal of Neurosciences in Rural Practice* 3(2):144-49.
Location of Study:	**INDIA.** Madhya Pradesh.
Size of Study:	173 children (120 children in three high-F areas and 53 children from a control group)
Age of Subjects:	School children in the 5th & 6th grades
Source of Fluoride Exposure:	Water
Water Fluoride Levels:	Group 1 = >4.5 ppm Group 2 = 3.1-4.5 ppm Group 3 = 1.5-3.0 ppm Control = <1.5 ppm
Urine Fluoride Levels:	Group 1 = 7.01±1.02 Group 2 = 4.85±0.50 Group 3 = 3.28±0.48 Control = 2.25±0.28

Results:	"The IQ of the 19 children in the high-F region was lower (mean±SD: 81.21±16.17), than that of the 20 children in the low-F region (mean±SD: 104.25±20.73, p=0.0004). In the high-F region, 57.8% had scores indicating mental retardation (IQ <70) or borderline intelligence (IQ 70–79), while this figure was only 10% in the low–F region."
Conclusions:	"The study found that children residing in a region with a high drinking water F level had lower IQs compared to children living in a low drinking water F region (p<0.001). The differences could not be attributed to confounding educational, economic, social, cultural, and general demographic factors."

IQ Study #38: Trivedi (2012)
(http://fluoridealert.org/studytracker/18631/)

Citation:	Trivedi MH, Sangai NP, Patel RS, Payak M, Vyas SJ. (2012). **Assessment of groundwater quality with special reference to fluoride and its impact on IQ of schoolchildren in six villages of the Mundra Region, Kachchh, Gujurat, India.** *Fluoride* 45(4):377-83.
Location of Study:	**INDIA.** Gujurat.
Size of Study:	84 children (34 from high-fluoride villages, 50 children from control village)
Age of Subjects:	6th and 7th grade students
Source of Fluoride:	Water
Water Fluoride Levels:	High Fluoride = 2.3 ± 0.87 mg/L Control = 0.83 ± 0.38 mg/L
Urine Fluoride Levels:	High Fluoride = 2.69 ± 0.92 mg/L Control = 0.42 ± 0.23
Confounding Factors:	Same socioeconomic status (E on an A-E scale); same attendance status at school (regular students attending more than 80% of classes)
Type of IQ Test:	Questionnaire prepared by Prof. JH Shah; standardized on the Gujarati population with 97% reliability rate in relation to the Stanford-Binet Intelligence Scale
Results:	"The average IQ score of the 34 students drinking the high F water was significantly lower (p?0.05) than among the 50 students drinking the low F water."
Conclusions:	"the present investigation concludes that the three villages of Chhasara, Gundala, and Mundra, are F-contaminated villages. Because of high F concentrations in the [groundwater], children in these villages have greater exposure to F that may lead in to low IQ as compared to the nearby villages of Baroi, Zarpara, and Pragpar, which have low F in their [groundwater]."

Conclusion:	"Chronic exposure to high levels of fluoride in water was observed to be associated with lower intelligence quotient."

IQ Study #40: Singh (2013)
(http://fluoridealert.org/studytracker/19734/)

Citation:	Singh VP, Chauhan DS, Tripathi S, Kumar S, Gaur V, Tiwari M, Tomar A. (2014). **A correlation between serum vitamin, acetylcholinesterase activity and IQ in children with excessive endemic fluoride exposure in Rajasthan, India.** *European Academic Journal* 2(4):5857-5869.
Location of Study:	**INDIA.** Jaipur, Rajasthan.
Size of Study:	42 children (70 from high-fluoride area; 72 from control area)
Age of Subjects:	9 to 14 year olds
Source of Fluoride:	Water
Levels of Fluoride in Water:	High Fluoride = 6.8 mg/L Control area = <1.03 mg/L
Confounding Factors:	"The subjects were similar in living conditions, parental literacy, socioeconomic status, and health history. Moreover, age and sex matched controls were selected from the [low-fluoride area]."
Type of IQ Test:	Raven's Test
Conclusion:	"We observed reduced AChE activity in [the high fluoride area] which may be directly correlate[d] with the reduced intelligence score of the subjects."

IQ Study #39: Karimzade (2014)
(http://fluoridealert.org/studytracker/19349/)

Citation:	Karimzade S, Aghaei M, Mahvi AH. (2014). **Investigation of intelligence quotient in 9-12-year-old children exposed to high- and low-drinking water fluoride in West Azerbaijan province, Iran.** *Fluoride* 47(1):9-14.
Location of Study:	**IRAN.** Poldashi and Piranshahr, West Azerbaijan province.
Size of Study:	39 male children (19 from high-fluoride area; 20 from control area)
Age of Subjects:	9 to 12 year olds
Source of Fluoride:	Water
Water Fluoride Levels:	High Fluoride = 3.94 mg/L Control = 0.25 mg/L
Confounding Factors:	No significant differences were found in the potential confounding factors of educational, economic, social, cultural, and general demographic characteristics between the high- and low-F regions.
Type of IQ Test:	Iranian version of the Raymond B Cattell test

IQ Study #42: Wei (2014) (http://fluoridealert.org/studytracker/23338/)

Citation:	Wei N, Li Y, Deng J; Xu S, Guan Z. (2014). **The effects of comprehensive control measures on intelligence of school-age children in coal-burning-borne endemic fluorosis areas.** *Chinese Journal of Endemiology* 33(3):320-22.
Location of Study:	**CHINA.** Bijie City, Guizhou Province.
Size of Study:	741 children (104 children from low-fluoride area; 298 children from an endemic fluorosis area with long-term defluoridation measures; 339 children from endemic fluorosis area with short-term defluoridation measures).
Age of Subjects:	8-12 years old
Source of Fluoride:	Coal
Urinary Fluoride Levels:	Control: 1.34 ± 0.64 mg/L; Long-term defluoridation: 2.33 ± 0.18 mg/L; Short-term defluoridation: 3.03 ± 0.16) mgL.
Results:	"Above average IQ of children in the control group was 97.1% (101/104),which was significantly higher than that of long and short treatment groups; after a lengthy treatment, mental retardation detection rate was significantly lower in the low-age group,8-10 year-old children(x^2 =7.542,$P < 0.01$). Urinary fluoride content was negatively correlated with the level of IQ (r =-0.553,$P < 0.01$)."
Conclusion:	"The intelligence development of children in coal-burning-borne endemic fluorosis area is significantly delayed. After a certain period of comprehensive treatment,the decreased level of cognition is inhibited and the mental retardation in the low-age group is improved."

IQ Study #41: Nagarajappa (2013) (http://fluoridealert.org/studytracker/23335/)

Citation:	Nagarajappa R, Pujara P, Sharda AJ, Asawa K, Tak M, Aapaliya P, Bhanushali N. (2013). **Comparative assessment of intelligence quotient among children living in high and low fluoride areas of Kutch, India: a pilot study.** *Iranian Journal of Public Health* 2(8): 813–818.
Location of Study:	**INDIA.** Kutch District, Gujarat.
Size of Study:	*100 children (50 children from high-fluoride* area; 50 children from control area)
Age of Subjects:	8-10 years old
Source of Fluoride:	Water
Water Fluoride Levels:	High Fluoride: 2.4 to 3.5 mg/L; Control: 0.5mg/L.
Type of IQ Test:	Seguin Form Board Test
Results:	"Mean scores for average, shortest and total timing category were found to be significantly higher ($P<0.05$) among children living in Mundra (30.45±4.97) than those living in Bhuj (23.20±6.21). Mean differences at 95% confidence interval for these timings were found to be 7.24, 7.28 and 21.78 respectively."

Serum Fluoride Levels:	High = 0.18 ± 0.11 mg/L Control = 0.06 ± 0.03 mg/L
Type of IQ Test:	Combined Raven's Test for Rural China (CRT-RC)
Confounding Factors:	"Covariates included the indicator variables for age, gender, educational levels of parents (primary and below, junior high school, senior high school, and above), and continuous variables for drinking water fluoride (mg/l) and levels of thyroid hormones (T3, T4, and TSH)."
Results:	"[T]he present work demonstrated that the IQ scores of children exposed to high fluoride drinking water were significantly lower than those who lived in control area . . . . [O]ur findings further showed that, across the full range of serum and urinary fluoride, children's IQ decreased gradually with the increase of fluoride contents in serum and urine, in a dose-dependent manner."
Conclusion:	"In summary, our data suggest that the intelligence of children is affected by the COMT gene polymorphism and, in particular, this SNP plays a role in modifying the effect of fluoride exposure on cognition. Children with COMT reference allele had a higher risk for cognitive impairments after fluoride exposure. Additionally, proteomics analysis represents early specific markers of developmental fluoride neurotoxicity. Hence, our findings provide certain basis for clarifying the mechanisms and identifying molecular targets of pharmacological interventions for potential delayed therapy."

IQ Study #43: Bai (2014) (http://fluoridealert.org/studytracker/19413/)

Citation:	Bai Z, Li Y, Fan Z, Li X, Li P. (2014) **Investigation and analysis of the development of intelligence levels and growth of children in areas suffering fluorine and arsenic toxicity from pollution from burning coal.** *Chinese Journal of Endemiology* 33(2):160-163.
Location of Study:	**CHINA.** Shaanxi Province.
Size of Study:	303 children (120 children from high-fluoride area; 95 from mid-fluoride area, 98 from low-fluoride area)
Age of Subjects:	8 to 12 years old
Source of Fluoride	Coal burning
Urine Fluoride Levels:	"The median urinary fluoride levels for children 8–12 years old in the areas of significant, minor and no morbidity were, respectively, 1.96, 0.81 and 0.54 mg/L."
Results:	"The children's urinary fluoride and urinary arsenic levels versus intelligence [quotients] were both negatively correlated (r=-0.560, -0.353, all P<0.05)."
Conclusion	"Exposures to fluorine and arsenic are deleterious to the development of intelligence and the development of growth in children"

Confounding Factors:	"In this rural community, social differences are limited. The parents or guardians completed a questionnaire on demographic and personal characteristics including the child's sex, age at testing, parity, illnesses before age 3, past medical history of the child and caretakers, parental or guardian age, education and occupational histories, and residential history, and household income. It is known that iron deficiency can impair motor and mental developments in children, iron concentration was therefore considered as a covariate. These potential confounders were used for adjustment in the statistical analysis." "Among possible confounders, both arsenic and lead are known to be low in drinking water in the area."
Type of Cognitive Tests:	WRAML, WISC-R, WRAVMA
Results:	"Results of our pilot study showed that moderate and severe dental fluorosis was significantly associated with deficits in WISC-R digit span. Children with moderate or severe dental fluorosis scored significantly lower in total and backward digit span tests than thosewith normal or questionable fluorosis. These results suggest a deficit in working memory. Scores on other tests did not show significant relationships with indices of fluoride exposure."
Conclusion:	"Results of our field study raise a concern about the safety of elevated systemic exposure to fluoride from high concentrations in the drinking water.While topical fluoride treatment confers benefits of reducing caries incidence, the systemic exposure should not be so high as to impair children's neurodevelopment especially during the highly vulnerable windows of brain development in utero and during infancy and childhood and may result in permanent brain injury. We are planning a larger scale study to better understand the dose–effect relationships for fluoride's developmental neurotoxicity in order to characterize the appropriate means of avoiding neurotoxic risks while securing oral health benefits."

IQ Study #44: Zhang (2015) (http://fluoridealert.org/studytracker/21075/)

Citation:	Zhang S, Zhang X, Liu H, Qu W, Guan Z, Zeng Q, Jiang C, Gao H, Zhang C, Lei R, Xia T, Wang Z, Yang L, Chen Y, Wu X, Cui Y, Yu L, Wang A. (2015). **Modifying Effect of COMT Gene Polymorphism and a Predictive Role for Proteomics Analysis in Children's Intelligence in Endemic Fluorosis Area in Tianjin, China.** *Toxicological Sciences* 144(2):238-45. April.
Location of Study:	**CHINA.** Tianjin City.
Size of Study:	180 children (96 from control area; 84 from "high fluoride" area)
Age of Subjects:	Avg = 11 years old
Source of Fluoride:	Water
Water Fluoride Levels:	High = 1.4 mg/L Control = 0.63 mg/L
Urine Fluoride Levels:	High = 2.4 ± 1.01 mg/L Control = 1.10 ± 0.67 mg/L

IQ Study #46: Kundu (2015) (http://fluoridealert.org/studytracker/22508/)

Citation:	Kundu H, Basavaraj P, Singla A, Gupta R, Singh K, Jain S. (2015). **Effect of fluoride in drinking water on children's intelligence in high and low fluoride areas of Delhi.** *Journal of the Indian Association of Public Health Dentistry* 13(2):116-121. April-June.
Location of Study:	**INDIA.** Delhi.
Size of Study:	200 school children: 100 from low F area and 100 from high F area.
Age of Subjects:	8-12 years of age. Equal numbers of male and female children were included in the study.
Source of Fluoride:	Water
Type of Cognitive Tests:	Ravens Standardized Progressive Matrices Test
Results:	"Comparison of mean IQ of children in both high (76.20 ± 19.10) and low F (85.80 ± 18.85) areas showed a significant difference (P = 0.013). Multiple regression analysis between child IQ and all other independent variables revealed that mother's diet during pregnancy (P = 0.001) along with F in drinking water (P = 0.017) were the independent variables with the greatest explanatory power for child IQ variance (r^2 = 0.417) without interaction with other variables."
Conclusion:	"Fluoride in the drinking water was significantly related with the IQ of children. Along with fluoride, mother's diet during pregnancy was also found to be significantly related with IQ of children."

IQ Study #45: Choi (2015) (http://fluoridealert.org/studytracker/20589/)

Citation:	Choi AL, Zhang Y, Sun G, Bellinger D, Wang K, Yang XJ, Li JS, Zheng Q, Fu Y, Grandjean P. (2015). **Association of lifetime exposure to fluoride and cognitive functions in Chinese children: A pilot study.** *Neurotoxicology & Teratology* 47:96-101.
Location of Study:	**CHINA.** Southern Sichuan Province.
Size of Study:	51 children from elevated fluoride area
Age of Subjects:	Avg = 7.1 years old
Source of Fluoride:	Water
Urine Fluoride Levels:	Mean = 1.64 mg/L; Range = 0.22 to 5.84 mg/L
Water Fluoride Levels:	Mean = 2.2 mg/L; Range = 1.0 to 4.07 mg/L

Source of Fluoride:	Water
Results:	"In this study, on comparison of children at two locations according to IQ grades [Table/Fig-4], majority of the children (74.8%) living in low fluoride area had an IQ grade 2 (definitely above the average in intellectual capacity). None of the children from the low fluoride area had an IQ grade 4 and 5 (definitely below average and intellectually impaired). On the other hand, majority of children (58.1%) from high fluoride area fall under IQ grade 3 (intellectually average). None of the children from high fluoride area had an IQ grade 1 (intellectually superior). This difference in IQ grades of children amongst the two areas was found to be statistically significant ($p<0.001$)."[I]t is clearly evident that with increase in the grade of fluorosis, a trend of increase in the IQ grade (decrease in intellectual capacity) was observed indicating a strong correlation between fluorosis grade and IQ grade (Spearman's p=0.766)."
Conclusion:	"The data from this research may support the hypothesis that excess fluoride in drinking water has toxic effects on the nervous system."

IQ Study #47: Sebastian (2015)
(http://fluoridealert.org/studytracker/23058/)

Citation:	Sebastian ST, Sunitha S. 2015. **A cross-sectional study to assess the intelligence quotient (IQ) of school going children aged 10-12 years in villages of Mysore district, India with different fluoride levels.** *Journal of the Indian Society of Pedodontics and Preventive Dentistry* 33(4):307-11.
Location of Study:	**INDIA.** *Mysore district.*
Size of Study:	405 schoolchildren (135 children from high fluoride area; 135 children from "normal" fluoride area; 135 chidren from "low" fluoride area)
Age of Subjects:	10-12 years old
Source of Fluoride:	Water
Water Fluoride Levels:	High-fluoride: 2.2 mg/L; "Normal" Fluoride: 1.2 mg/L; "Low" Fluoride: 0.4 mg/L
Type of IQ Test:	Raven's colored Progressive Matrices Test
Results:	"In bivariate analysis, significant relationships were found between water fluoride levels and Intelligence Quotient of school children ($P < 0.05$). In the high fluoride village, the proportion of children with IQ below 90, i.e. below average IQ was larger compared to normal and low fluoride village. Age, gender, parent education level and family income had no significant association with IQ."
Conclusion:	"School children residing in area with higher than normal water fluoride level demonstrated more impaired development of intelligence when compared to school children residing in areas with normal and low water fluoride levels."

Results:	A significant inverse relationship was found between the fluoride concentration in drinking water and IQ (r value = -0.204; $P < 0.000$). It was observed that IQ level was negatively correlated with fluoride concentration in drinking water.
Conclusions:	It is concluded that IQ level was negatively correlated with fluoride level in drinking water. Factors that might affect children's IQ need to be considered, and it is necessary to devise solutions for preventing the harmful effects of excessive intake of fluoride ion to the body.
Funding:	No financial support or sponsorship.

IQ Study #49: Mondal (2016)
(http://fluoridealert.org/studytracker/22507/)

Citation:	Mondal D, Dutta G, Gupta S. 2016. **Inferring the fluoride hydrogeochemistry and effect of consuming fluoride-contaminated drinking water on human health in some endemic areas of Birbhum district, West Bengal.** *Environmental Geochemistry & Health* 38(2):557-76.
Location of Study:	**INDIA.** Birbhum district.
Size of Study:	40 children (20 from endemic fluorosis area; 20 from control area)
Age of Subjects:	10 to 14 years old
Source of Fluoride:	Water
Water Fluoride Levels:	"Mean F concentration in the study area varies from 0.32 to 13.29 mg/L."
Type of IQ Test:	Raven Standard Theoretical Intelligence Test
Results:	"This study indicates that students exposed to high F (children of Junidpur and Nowapara) show an average IQ of 21.17 ± 6.77 in comparison with low-F exposed students (children of Bilaspur, Mohula, Bhalian) having an average IQ of 26.41 ± 10.46. . . . Statistical analysis (Z test) demonstrates that there is a significant (Z = 2.59) difference in IQ among the high- and low-F area student."
Conclusion	"[S]tudents of the study area have less IQ than students of non-contaminated area, demonstrating that consumption of F also has a major role with the intellectual development of children."

IQ Study #48: Khan (2015)
(http://fluoridealert.org/studytracker/23336/)

Citation:	Khan SA, Singh RK, Navit S, Chadha D, Johri N, Navit P, Sharma A, Bahuguna R. 2015. **Relationship between dental fluorosis and intelligence quotient of school going children in and around Lucknow district: a cross-sectional study.** *Journal of Clinical & Diagnostic Research* 9(11):ZC10-15.
Location of Study:	**INDIA.** Lucknow district.
Size of Study:	429 schoolchildren
Age of Subjects:	6-12 years old

IQ Study #51: (Das-2016 (http://fluoridealert.org/studytracker/25929/))

Citation:	Das K, Mondal NK. 2016. **Dental fluorosis and urinary fluoride concentration as a reflection of fluoride exposure and its impact on IQ level and BMI of children of Laxmisagar, Simlapal Block of Bankura District, W.B., India.** *Environmental Monitoring & Assessment* 188(4):218.
Location of Study:	**INDIA.** West Bengal.
Size of Study:	149 schoolchildren
Age of Subjects:	6 to 18
Source of Fluoride:	Water
Water Fluoride Level:	Average = 2.1 mg/L (S.D. = 1.64 mg/L)
Type of IQ Test:	Combined Raven's Test for RuralChina (CRT-RC)
Results:	"IQ has anegative significant correlation with dental fluorosis (r=0.253,P<0.01). Dental fluorosis acts as an indicator of decreasing level of IQ. As fluorosis is a consequence of fluoride exposure, so IQ has a negative significant correlation with exposure dose (r =0.343, P<0.01) which was considered as a fluoride input source." "IQ values were plotted against the urinary fluoride concentration and it was found that they have a significant negative correlation (r=0.751, P<0.01)."
Conclusion	"[C]hildren residing in areas with higher than normal water fluoride level demonstrated more impaired development of intelligence and moderate [dental fluorosis]. Millions of children including adults around the world are affected by higher level of fluoride concentration through their drinking water and are therefore potentially at risk. It is concluded that for the benefit of the future generation, urgent attention should be paid on this substantial public health problem."

IQ Study #50: (Aravind-2016) (http://fluoridealert.org/studytracker/35876/)

Citation:	Aravind A, Dhanya RS, Narayan A, Sam G, Adarsh VJ, Kiran M. 2016. **Effect of fluoridated water on intelligence in 10-12-year-old school children.** *Journal of International Society of Preventive & Community Dentistry* 6 (Suppl 3), S237-S242.
Location of Study:	Schools: Virajpet (low fluoride level < 1.2 ppm), Banavara (Medium fluoride level 1.2-2 ppm), and Mastihalli (High fluoride levels > 3 ppm).
Size of Study:	96 children from each of the three fluoride water levels above, for a total of 288.
Age of Subjects:	10–12 years
Source of Fluoride:	Drinking water
Type of IQ Test:	Raven's Standard Progressive Matrices was conducted on each child in the study sample.

Source of Fluoride:	The study was performed in an endemic hydrofuorosis area. According to the authors: 'in Mexico F in water remains as the main source of F exposure. In endemic hydrofuorosis areas of Mexico only non-fluorinated salt is distributed according to the NOM-040-SSA1-1993."
Water Fluoride Level:	F levels in tap water mean concentrations for each trimester were: 2.6 ±1.1 mg/l, 3.1 ±1.1 mg/l and 3.7 ±1.0 mg/l respectively. It is worthy to note that over 81.5% of the samples of tap water were above 1.5 mg/l (NOM-127- SSA1-1994) with the highest value of 12.5 mg/. 33.8% of women reported drink tap water and 78.4% use it for cooking. The practice of use tap water for drink or cooking is crucial because exposure to F could be increased when the infant change to bottle feeding and starts solid foods. Regarding, bottled water it is important to mention that we have analyzed several brands of this water and 65% of the samples exceeded the 0.7 mg/l value (NOM-041-SSA1-1993) and 22.9% had values over 1.5 mg/l (NOM-127-SSA1-1994) data not shown.
Type of IQ Test:	"Neurodevelopment was assessed with the Bayley Scales of Infant Development II (BSDI-II) (Bayley, 1993). This test has good reliability and validity; it is applied to evaluate developmental delay in children between 3 months to 5 years in Mexico by the SSA (CNPSS, 2013). The Mental Development Index scale (MDI) of the Bayley test evaluate aspects of functioning such as eye-hand coordination, manipulation, understanding of object relation, imitation and early language development whereas the Psycho-motor Development Index (PDI) scale assesses gross motor development... To standardize the raw scores for children who were born prematurely, the number of months of prematurity was subtracted from their chronological age. The scores below 85 points indicated a possible developmental delay."
Results:	In this study near to 60% of the children consumed contaminated water and the prevalence of children with IQ below 90 points was 25% in the control group (F urine 1.5 mg/g creatinine) in comparison with the 58% of children in the exposed group (F urine >5 mg/g creatinine) (OR = 4.1, CI 95% 1.3–13.2) (data unpublished). Only 66.2% of the babies were at term. "We found higher levels of F in urine across trimester in premature compared with full term 2.4 vs 1.6 mg/l (1st); 2.3 vs 1.8 mg/l (2nd); and 4.1 vs 2.8 mg/l (3rd) (data not shown)
Conclusions:	"After adjusting for potential confounding factors (gestational age, age of child, marginalization index and type of water for consumption), the MDI [Mental Development Index] showed an inverse association with F levels in maternal urine for the first (b = -19.05, $p = 0.04$) and second trimester (b = -19.34, $p = 0.01$). Our data suggests that cognitive alterations in children born from exposed mothers to F could start in early prenatal stages of life.
Funding for study:	The authors acknowledge the financial support of this research by CONACYT with number 181577, FONSEC 2012 and the University of Guanajuato through DAIP support with number FO-DAI-05, 2013. The present work was carried out during the first period of the first author postdoctoral training (fellowship number 239404).

Location of Study:	**MEXICO.** Participants from the Early Life Exposures in Mexico to Environmental Toxicants (ELEMENT) project.
Size of Study:	299 mother–child pairs, of whom 287 and 211 had data for the General Cognitive Index and IQ analyses, respectively.
Age of Subjects:	Tests of cognitive function in the offspring at age 4 and 6–12 years.
Source of Fluoride:	Fluoridated salt (at 250?ppm) and to varying degrees of naturally occurring fluoride in drinking water.
Water Fluoride Level:	Natural water fluoride levels in Mexico City may range from 0.15 to 1.38 mg/L
Type of IQ Test:	"At age 4 y, neurocognitive outcomes were measured using a standardized version of McCarthy Scales of Children's Abilities. For children 6–12 y old a Spanish-version of the Wechsler Abbreviated Scale of Intelligence."
Results:	"In multivariate models we found that an increase in maternal urine fluoride of 0.5mg/L (approximately the IQR) predicted 3.15 (95% CI: 5.42, 0.87) and 2.50 (95% CI 4.12, 0.59) lower offspring GCI and IQ scores, respectively."
Conclusions:	"In this study, higher prenatal fluoride exposure, in the general range of exposures reported for other general population samples of pregnant women and nonpregnant adults, was associated with lower scores on tests of cognitive function in the offspring at age 4 and 6–12 y."
Funding for study:	This study was supported by the U.S. National Institutes of Health (NIH; grants R01ES021446 and R01-ES007821); the National Institute of Environmental Health Sciences/the U.S. Environmental Protection Agency (NIEHS/EPA; grant P01ES022844), the NIEHS (grant P42-ES05947 and NIEHS Center Grant P30ES017885), and by the National Institute of Public Health/Ministry of Health of Mexico. The American British Cowdray Hospital provided facilities used for this research.

IQ Study #52: (Valdez Jiménez-2017 (http://fluoridealert.org/studytracker/27898/))

Citation:	Valdez Jiménez L, López Guzmán OD, Cervantes Flores M, Costilla-Salazar R, Calderón Hernández J, Alcaraz Contreras Y, Rocha-Amador DO. 2017. **In utero exposure to fluoride and cognitive development delay in infants.** *Neurotoxicology* Mar;59:65-70.
Location of Study:	**MEXICO.** Durango City and Lagos de Moreno, Jalisco. Both are endemic hydro-fluorosis areas.
Size of Study:	"65 mother-infant pairs recruited from 2013 to 2014. Inclusion criteria were: 12 weeks of gestation, with no history of thyroid disease, without clinically diagnosed diabetes, and a minimum 5 years of residence in the study area."
Age of Subjects:	"The average age of children assessed was 8 months (3–15 months) and almost 70% were girls." The average age of the mothers was 22.4 ±4.0.

Type of IQ Test:	We examined the dose-response effects of low-to-moderate fluoride exposure on dental fluorosis (DF) and intelligence quotient (IQ), and evaluated the potential relationships between DF grades and intelligence levels using piecewise linear regression and multiple logistic regression, respectively.IQ scores were measured using the second edition of Combined Raven's Test–The Rural in China (CRT-RC2) (Liu et al., 2009) for children aged 7 to 13 years. The CRT-RC2 is a validated test for basic cognitive abilities, and has been widely adopted in China after modifications, as it is non-verbal and less affected by language, and cultural and ethnic differences (Sun et al., 2015). Dean's fluorosis index (WHO criteria) (Molina-Frechero et al., 2015) was used to estimate the prevalence and severity of DF. Each participant was examined by two qualified and independent experts, who had rich experience on examination of dental fluorosis... The final diagnosis was made only when judgments from the two experts were in agreement; if not, a third expert would join in and offer suggestion. For repeatability, 10% of participants were double checked and the Kappa value was 0.82.
Results:	The adjusted odds ratios (ORs) of DF were 2.24 (95% *confidence interval [CI]*: 2.02 to 2.48) for every 0.1 mg/L increment in the water fluoride concentration in the range of 0.80 to 1.50 mg/L, and 2.61 (95% CI: 2.32 to 2.93) for every 0.5 mg/L increment in the urinary fluoride level up to 1.80 mg/L. Every 0.5 mg/L increment in the water fluoride level was associated with a reduction of 4.29 in the IQ score (95% CI: -8.09 to -0.48) in the range of 3.40 to 3.90 mg/L, and a decreased probability of developing excellent intelligence (IQ ?130, OR = 0.60, 95% CI: 0.47 to 0.77) in the range of 0.20-1.40 mg/L, respectively. Every 0.5 mg/L increment in the urinary fluoride level was related to a decrease of 2.67 in the IQ scores (95% CI: -4.67 to -0.68) between 1.60 mg/L to 2.50 mg/L. Excellent intelligence decreased by 51% in children with higher urinary fluoride, and by 30% with each degree increment of DF.
Conclusions:	In conclusion, chronic exposure to excessive fluoride, even at a moderate level, was inversely associated with children's dental health and intelligence scores, especially excellent intelligence performance, with threshold and saturation effects observed in the dose-response relationships. Additionally, DF severity is positively associated with the loss of high intelligence, and may be useful for the identification of individuals with the loss of excellent intelligence. Thus, it is important to monitor water quality, and supply fluoride-free drinking water to safeguard children's health.
Funding for Study:	This study was supported by the State Key Program of National Natural Science of China (Grant No. 81430076) and the Fundamental Research Funds for the Central Universities (HUST 2015ZDTD052 and HUST 2016YXMS221).

IQ Study #53: (Bashash-2017 (https://ehp.niehs.nih.gov/ehp655/))

Citation:	Bashash M, Thomas D, Hu H, Martinez-Mier EA, Sanchez BN, Basu N, Peterson KE, Ettinger AS, Wright R, Zhang Z, Liu Y, Schnaas L, Mercado-García A, Téllez-Rojo MM, Hernández-Avila M. 2017. **Prenatal Fluoride Exposure and Cognitive Outcomes in Children at 4 and 6–12 Years of Age in Mexico.** *Environmental Health Perspectives*, Sept 19;125(9):097017.

Source of Fluoride:	Drinking water
Water Fluoride Level:	Charora (Group A) had low fluoride (0.60 ppm) village, Farah (Group B) had medium fluoride level (1.70 ppm), and Raya (Group C) had the highest concentration of fluoride in water used for consumption (4.99 ppm).
Type of IQ Test:	SPM Test by John C Raven (1998)
Results:	Appraisal of the IQ levels among the three groups (low-, medium-, and high-fluoride areas) showed a statistically significant difference ($P = 0.05$). None of the children in the low-fluoride region were intellectually compromised when compared to 15 (20%) in the high-fluoride region and 4 (5.3%) in the medium-fluoride areas [Table 1]. In addition, no subject in the low fluoride area had below average IQ in contrast to 35 (46.7%) in the high and 10 (13.3%) in the medium-fluoride areas. Similarly, no one in medium and high fluoride area had either above average or superior IQ when compared to 38 (55.1%) and 9 (13%) children having above average and superior IQ in low-fluoride area, respectively. None of the children in the low-fluoride region had dental fluorosis as compared to 8 (10.7%), 45 (60.0%), and 22 (29.3%) children in the high-fluoride area who had mild, moderate, and severe dental fluorosis, respectively.
Conclusions:	Concentration of Fluoride in the ingested water was significantly associated with the IQ of children. Outcome measures revealed that exposure to higher levels of F determined by dental fluorosis status of child inferred higher IQ deficit.
Funding for Study:	There was no financial support nor sponsorship for this study.

IQ Study #54: (Yu-2018 (http://fluoridealert.org/studytracker/31316/))

Citation:	Yu X, Chen J, Li Y, Liu H, et al. (2018). **Threshold effects of moderately excessive fluoride exposure on children's health: A potential association between dental fluorosis and loss of excellent intelligence.** *Environment International*, Jun 2; 118:116-124.
Location of Study:	**CHINA.** In endemic and non-endemic fluorosis areas in Tianjin.
Size of Study:	2,886 resident children
Age of Subjects:	7 to 13 years
Source of Fluoride:	Drinking water
Water Fluoride Level:	The water fluoride concentration ranged from 0.20 mg/L to 1.00 mg/L, with a mean value of 0.50 ± 0.27 mg/L in the normal fluoride exposure group, and from 1.10 mg/L to 3.90 mg/L, with a mean value of 2.00 ± 0.75 mg/L in the high-fluoride exposure group (Table 1).

Location of Study:	**CHINA.** Cichong Elementary School in the coal burning-related endemic fluorosis area of Liupanshui City in Guizhou Province; and Minzu Elementary School of Gulan District's Dangwu Township, a non-coal burning area, as the control group
Size of Study:	284 children: 167 were from the endemic area and 117 were the control.
Age of Subjects:	8 – 12 years
Source of Fluoride:	Coal Burning-Related Endemic Fluorosis Areas
Water Fluoride Level:	NA
Type of IQ Test:	Raven's Standard Progressive Matrices (RSPM)
Results:	we found that except for the intelligence levels of 12-year-old children in the control area being higher than that of those in the endemic area, there were no statistically significant differences among any of the other age groups. The differences of intelligence level among children in the endemic area with different dental fluorosis severities also showed no statistical significance. However, there was a negative correlation between age and intelligence level in children of the endemic area, which is in direct opposition to the usual situation of the intellectual development of school-aged children in general. The reason for this is that the dental fluorosis patients in our investigation were mainly concentrated in the suspected fluorosis group, and patients with other levels of severity only made up 50% of the total number of patients, with only six child patients with moderate dental fluorosis and no child patients with severe clinical fluorosis. The degree of fluorosis severity in the patients included in this investigation was not high, so a dosage-effect relationship might not have been able to be formed. In addition, the factors that influence the intelligence level of children are multivariate, and the mechanisms are complex, with fluorosis possibly only being one of many factors.
Conclusions:	The intelligence of the 12-year-old group in the endemic area was lower than that of the control area, with the difference having statistical significance (Z = 3.244, P = 0.001).
Funding for Study:	No mention

IQ Study #55: (Razdan-2017 (http://fluoridealert.org/studytracker/34517/))

Citation:	Razdan P, Patthi B, Kumar JK, Agnihotri N, Chaudhan P, Prasad M. (2017). **Effect of fluoride concentration in drinking water on intelligence quotient of 12–14-year-old children in Mathura District: A cross-sectional study.** *Journal of International Society of Preventive & Community Dentistry* 7(5):252-258.
Location of Study:	**INDIA.** Mathura district, Uttar Pradesh.
Size of Study:	219: 75 from low F area, 75 medium F area, and 69 from high F area. Identical numbers of male and female children were included.
Age of Subjects:	12-14 year olds

IQ STUDY #57: (Chang-2017 (http://fluoridealert.org/studytracker/34506/))

Citation	Chang A, Shi Y, Sun H, Zhang L. 2017. Analysis on the Effect of Coal-Burning Fluorosis on the Physical Development and Intelligence Development of Newborns Delivered by Pregnant Women with Coal-Burning Fluorosis (http://fluoridealert.org/studytracker/34506/). *Chinese Journal of Control of Endemic Diseases* 32(8):872-873.
Location of Study:	**CHINA**: mothers in coal-burning fluorosis areas compared to control
Size of Study:	118 newborns
Age of Subjects:	68 newborns to 12 months of age
Source of Fluoride:	Coal-burning fluorosis areas
Water Fluoride Level:	NA
Type of IQ Test:	Mental development index (MDI) and psychomotor development index (PDI) (assessed using the Standardized Scale for the Intelligence Development of Children formulated by the Children Development Center of China [CDCC])
Results:	The body weight, body length, head circumference, chest circumference, upper arm circumference and top arm length of newborns in the observation group were all significantly lower than those in the control group, and their differences were statistically significant ($P < 0.05$). At 3, 6, 9 and 12 months after birth, the grades of body weight development and body-length development of infants in the control group were significantly higher than those in the observation group ($P < 0.05$); both the MDI and the PDI of infants in the observation group were significantly lower than those in the control group ($P < 0.05$). The present study paid special attention on the stay of mother during pregnancy, source of drinking water since conception, the socioeconomic status of all the three villages which were same in both endemic and control areas.
Conclusions:	Comparison of the mental development index (MDI) and psychomotor development index (PDI) (assessed using the Standardized Scale for the Intelligence Development of Children formulated by the Children Development Center of China [CDCC]) of newborns in the two groups at 3, 6, 9 and 12 months after birth showed that both the MDI and the PDI in the observation group were significantly lower than those in the control group ($P< 0.05$), which suggests that maternal fluorosis have a significant impact on the intelligence development of newborns.

IQ Study #56: (Jin-2017 (http://fluoridealert.org/studytracker/34513/))

Citation:	Jin T, Wang Z, Wei Y, Wu Y, Han T, Zhang H. (2017). **Investigation of Intelligence Levels of Children of 8 to 12 Years of Age in Coal Burning-Related Endemic Fluorosis Areas.** *Journal of Environment and Health* 34(3):229-231.

Funding for study:	The Department of Research, Ministry of Higher Education and Scientific Research, Sudan.

IQ Study #58: (Pang-2018 (http://fluoridealert.org/studytracker/34516/))

Citation:	Pang H, Yu L, Lai X, Chen Q. 2018. **Relation Between Intelligence and COMT Gene Polymorphism in Children Aged 8-12 in the Endemic Fluorosis Area and Non-Endemic Fluorosis Area.** *Chinese Journal of Control of Endemic Diseases* 32(2):151-152. Study in Chinese translated into English.
Location of Study:	**CHINA.** The areas for population sampling were divided into a non-endemic fluorosis area where the prevalence of dental fluorosis in local children aged 8-12 is less than 30%, and an endemic fluorosis area where the prevalence of dental fluorosis in local children aged 8-12 is greater than 30%.
Size of Study:	268 children: 134 children each from endemic fluorosis area and non-endemic fluorosis areas.
Age of Subjects:	8 -12 years of age
Source of Fluoride:	Endemic fluorosis area and non-endemic fluorosis areas.
Water Fluoride Level:	NA
Type of IQ Test:	Combined Raven's Test (CRT)
Results:	This study found that in COMT gene polymorphism, there was no difference between children in the endemic fluorosis area and those in the non-endemic fluorosis area (P >0.05). It was found that alleles of the COMT gene were codominantly inherited, and the activity of different genotypes of the COMT gene expressed in vivo was somewhat different. This study also found that there were great differences in terms of the level of intelligence between children with Val/Val or Met/Val and children with Met/Met, and such differences were statistically significant (P < 0.05): children with the highly active COMT Val/Val genotype had significantly higher intelligence than those with the Met/Met COMT genotype or the Met/Val COMT genotype, and intelligence in children with any of the three genotypes in the endemic fluorosis area was lower than that in the non-endemic fluorosis area, indicating that the highly active COMT Val/Val genotype has a protective effect on children's intelligence development.
Conclusions:	This study found that there was a great difference in the level of intelligence between children in the endemic fluorosis area and those in the non-endemic fluorosis area and such difference was statistically significant (P < 0.05). The rate of mental retardation (IQ < 69) in children in the endemic fluorosis area was significantly higher than that in the non-endemic fluorosis area, and the difference was statistically significant (P < 0.05).
Funding for Study:	No mention

Funding for Study:	No source identified.

IQ Study #59: (Mustafa-2018 (http://fluoridealert.org/wp-content/uploads/mustafa-2018.pdf))

Citation:	Mustafa DE, Younis UM, Elhag SA. (2018). **The relationship between the fluoride levels in drinking water and the schooling performance of children in rural areas of Khartoum State, Sudan.** *Fluoride* 51(2):102–113.
Location of Study:	**SUDAN.** 16 rural areas in Khartoum state. These villages depend on groundwater as the main source of drinking water because of the lack of a central water supply. The main activities in these villages are agriculture and animal breeding. The villages lack any industrial and mining activities and are located away from high traffic roads.
Size of Study:	775 primary students, 315 boys and 460 girls from 27 schools.
Age of Subjects:	NA
Source of Fluoride:	Ground water
Water Fluoride Level:	The range for the F level was 0.14–2.07 mg/L in the dry season and0.01–1.34 mg/L in the rainy season (Table 1). Although the F level not extremely high, frequent water drinking may occur due to several factors such as the rural human activities, arid conditions, and high temperatures. In addition, food products also contribute to the F intake as the people in these areas consume their own crops. These crops may possibly accumulate F to considerable levels.
Type of IQ Test:	Using the Khartoum Ministry of Education's method, the schooling performance for the boys' and girls' primary schools in the 16 areas where the F samples were taken and were assessed by calculating the average score and high score prevalence… Generally, the schooling performance in these rural areas was poor compared to urban areas. There were also significant dropout rates in these rural areas, which could reflect even lower schooling performances.
Results:	Negative correlation coefficients were found for the average score for all the subjects and for the overall score, with the result being statistically significant in five out of the eight subjects and in the overall score (Tables 4 and 5). … significant correlations undoubtedly exit between the drinking water F level and the schooling performances in all the subjects except for one, technology, which might be due to the nature of the subject.
Conclusions:	In summary, the results of this study suggest that there may be an association between the fluoride level in drinking water and the schooling performance of children. This result may be applicable to children in other areas with conditions similar to those of the study areas. Consequently, the upper permissible drinking water fluoride level needs to be revised downwards to minimize the effect of fluoride on children neurodevelopment

Type of IQ Test:	The Draw-A-Person (DAP) test is a valuable instrument for the assessment of IQ, not only because it is easy to administer, but also for its multiple uses [25]. The children's drawings reflect their intellectual development, not just their visual-motor skills, therefore DAP test is useful for assessing children IQ between the age of 4 and 13 [26].
Results:	In this study there's a highly significant decrease in average IQ level in group of children with high fluoride level more than 1.5 mg /dL than the group of children with low fluoride level less than 1.5 mg /dL with the mean IQ was (96.25 ± 19.63) and (103.11 ± 28.00) for both groups respectively with p value ($p<0.001$), the graphical representation of the observation is shown in Figure 2.
Conclusions:	A real relationship between fluoride exposure and intelligence with the average IQ of high fluoride group was lower than those with lower fluoride level.
Funding for Study:	No source identified.

IQ Study #60: (Induswe-2018 (http://fluoridealert.org/wp-content/uploads/2018_Induswe.pdf))

Citation:	Induswe B, Opinya G, Khasakhala LI, Owino R. 2018. **The Auditory Working Memory of 13-15-Year-Old Adolescents Using Water with Varying Fluoride Concentrations from Selected Public Primary Schools in North Kajiado Sub County.** *American Journal of Medicine and Medical Sciences*, Jan; 8(0):274-290.
Location of Study:	**KENYA.** Kajiado North Subcounty in North Kajiado in the Great rift valley.
Size of Study:	269 school children; 178 (66.2%) female; 91 (33.8%) male.
Age of Subjects:	13-15 years
Source of Fluoride:	Drinking water
Water Fluoride Level:	15 (5.58%) had F level between 0-0.5mg/l; 52 (19.33%) had F level between 0.6-0.8 mg/l;38 (14.12%) had F between 0.9-1 mg/l; 41 (15.24%) had F level between 1.1-1.8 mg/l; 44 (16.36%) had F between 1.9-2.5 mg/l; 79 (29.37%) had F above 2.5mg/l.
Type of IQ Test:	Wechsler intelligence scale for Children V (WISC-V) subtest
Results:	A comparison of the AWM (Auditory Working Memory) of children from low (105.40±23.6) and high (99.52±23.2) fluoride schools and medium with high fluoride school had significant differences. The AWM for the children whose household water had low fluoride had higher AWMi 122.58±19.9 compared to those whose household had high fluoride in the with ANOVA F (2, 266) = 17.968, p?.0001 and Tukey HSD for low and medium (m=-5.919, se=3.146, p=.145, low and high fluoride, (m=-18.559. se=3.124, p?.001; medium and high (m=-12.640, se= 3.32, p?.001 at 95% CL.
Conclusions:	In conclusion, low fluoride in the water seemed to enhance the AWM (Auditory Working Memory). However, the AWM declined with an increase in the fluoride concentration in water.

Results:	the relationship between urine fluoride levels and IQ scores was significant after adjusting for child age, mother's education, family member smoking, stress, and anger. Urine fluoride was inversely associated with IQ. DRD2 Taq 1A polymorphism was not related to IQ in children exposed to high fluoride. Urine fluoride had a stronger association with IQ in children with TT genotype. The threshold of urine fluoride affecting IQ in children with TT genotype existed.
Conclusions:	Strengths of our study include using urine fluoride as an internal exposure index and thus minimizing the measurement error of exposure, adjusting up to 30 potential confounding covariates including child age and gene polymorphismin regressing IQ on urine fluoride in children, and careful modeling with applications of cross-validation, boolstrap techniques, and sensitivity analysis. In the overall participants, by LOWESS, the IQ decreased in a roughly linear manner as the log-urine fluoride increased (Fig. 1A). The authors also determined a safety threshold of urine fluoride on intelligence impairment in the subgroup TT as 1.73 mg/L urine fluoride with a 95% CI of (1.51 mg/L, 1.97 mg/L).
Funding for Study:	This work was supported by the National Nature Science Foundation of China (Grant nos. 81573107 and 81372934), Scientific and Technological Project of Tianjin Medicine in 2014 (Grant no. 14KG120) and Scientific and Technological Project of Tianjin Centers for Disease Control and Prevention (Grant no. CDCKY1501).

IQ Study #61: (El Sehmawy-2018 (http://fluoridealert.org/wp-content/uploads/2018_Sehmawy.pdf))

Citation:	El Sehmawy AAEW, Hammouda SM, Ibrahim GE, Barghash SS, Elamir RY. 2018. **Relationship between Drinking Water Fluoride and Intelligence Quotient in Egyptian School Children.** *Occupational Medicine & Health Affairs,* Aug 13: 6:3.
Location of Study:	**EGYPT.** Beheira Governorate. Two different towns (urban) and four village (rural), the towns are Italy Elbaroud Center and two villages that belong to it, the second town is Shubra Khit Center and two villages that belong to it.
Size of Study:	1,000 children, 495 (49.5%) female and 405 (50.5%) male
Age of Subjects:	4.6 – 11 years old
Source of Fluoride:	Drinking water
Water Fluoride Level:	1.903 ± 1.06 mg/L; 0.330-0.377 mg/L , *the mean arsenic and cadmium levels in tap drinking water was (0.005 ± 0.004 mg/L) and (0.002 ±0.001 mg/L) for arsenic and cadmium respectively which are below the recommended WHO and the Egyptian level for all.*

Results:	Data on Maternal urinary fluoride (MUF_{SG}) concentrations, IQ scores, and complete covariates were available for 512 mother-child pairs; data on maternal fluoride intake and children's IQ were available for 400 of 601mother-child pairs. Women living in areas with fluoridated tap water (n = 141) compared with nonfluoridated water (n = 228) had significantly higher mean (SD) MUF_{SG} concentration. A 1-mg/L increase in MUF_{SG} was associated with a 4.49-point lower IQ score (95% CI, -8.38 to -0.60) in boys, but there was no statistically significant association with IQ scores in girls (B= 2.40; 95% CI, -2.53 to 7.33). A 1-mg higher daily intake of fluoride among pregnant women was associated with a 3.66 lower IQ score (95% CI, -7.16 to -0.14) in boys and girls. Children had mean (SD) Full Scale IQ scores of 107.16 (13.26), range 52-143, with girls showing significantly higher mean (SD) scores than boys: 109.56 (11.96) vs 104.61(14.09); P= .001. There was a significant interaction (P= .02) between child sex and MUF_{SG} (6.89; 95% CI, 0.96-12.82) indicating a differential association between boys and girls.
Conclusions:	"In this study, maternal exposure to higher levels of fluoride during pregnancy was associated with lower IQ scores in children aged 3 to 4 years. These findings indicate the possible need to reduce fluoride intake during pregnancy."
Funding for Study:	This study was funded by a grant from the U.S. National Institute of Environmental Health Sciences (grant R21ES027044). The Maternal-Infant Research on Environment Chemicals Study (from which the women were chosen) was supported by the Chemicals Management Plan at Health Canada, the Ontario Ministry of the Environment, and the Canadian Institutes for Health Research.

IQ Study #62: (Cui-2018 (http://fluoridealert.org/studytracker/32139/))

Citation:	Cui Y, Zhang B, Ma J, Wang Y, Zhao L, Hou C, Yu J, Zhao Y, Zhang Z, Nie J, Gao T, Zhou G, Liu H. 2018. **Dopamine receptor D2 gene polymorphism, urine fluoride, and intelligence impairment of children in China: A school-based cross-sectional study.** *Ecotoxicology and Environmental Safety*, Sept 11;165:270-277.
Location of Study:	**CHINA.** Tianjin. Four schools in both historical endemic and non-endemic areas of fluorosis.
Size of Study:	323 children. Urine fluoride levels and age-specific IQ scores in children were measured at the enrollment.
Age of Subjects:	7–12 years old.
Source of Fluoride:	Drinking water
Water Fluoride Level:	Endemic fluorosis area = 1.52–2.49 mg/L. Nonendemic fluorosis area 0.20–1.00 mg/L.
Type of IQ Test:	Combined Raven's Test – The Rural in China (CRT-RC) method, which is based on the Raven's Standard Progressive Matrices (SPM) and the Color Progressive Matrices (CPM) and was widely adopted in China with modifications.

Results:	Fluoride exposure was inversely related to IQ scores for water fluoride and for urinary fluoride. The study detected a significant modification effect by TSH on the association between urinary fluoride and IQ scores, without mediation by THs. Adjusted estimates (95% *CI*) for the associations between fluoride exposure and IQ scores were a decrease of 1.587) points (95% *CI:* 2.607, 0.568, *P*= 0.002) and 1.214 points (95% *CI:* 1.987, 0.442), *P* = 0.002) in every 1mg/L increase of water and urinary fluoride concentration, respectively (Table 4). The similar relationship between IQ scores and fluoride exposure were observed in boys and girls, respectively. However, the modification effects by gender were not significant (Table 4).
Conclusions:	The study suggests low-moderate fluoride exposure is associated with alterations in childhood thyroid function that may modify the association between fluoride and intelligence. In the current work, results demonstrated clearly that, across the full range of water and urinary fluoride concentrations and using a measure to focus on children's IQ scores, higher fluoride levels were associated with lower IQ scores.
Funding for Study:	This work was supported by grants from the State Key Program of National Natural Science of China (Grant No. 81430076), the National Natural Science Foundation of China (Grants No. 81502785 and No. 81773388) and the Fundamental Research Funds for the Central Universities (HUST 2016YXMS221 and HUST 2015ZDTD052).

IQ Study #63 (Green-2019 (http://fluoridealert.org/wp-content/uploads/green-2019.pdf))

Citation:	Green R, Lanphear B, Hornung R, Flora D, Martinez-Mier EA, Neufeld R, Ayotte P, Muckle G, Till C. 2019. **Association Between Maternal Fluoride ExposureDuring Pregnancy and IQ Scores in Offspring in Canada.** *JAMA Pediatrics*. Published August 19.
Location of Study:	**CANADA.** 6 major cities.
Size of Study:	512 mother-child pairs
Age of Subjects:	Between the ages 3 and 4 years at testing
Source of Fluoride:	Self-reported maternal daily fluoride intake from water and beverage consumption available for 400 pregnant women. the design of our study compares water fluoride level and IQ score
Water Fluoride Level:	0.7 mg/L in fluoridated communities
Type of IQ Test:	Wechsler Preschool and Primary Scale of Intelligence, ThirdEdition. Full Scale IQ (FSIQ), a measure of global intellectual functioning, was the primary outcome. We also assessed verbal IQ (VIQ), representing verbal reasoning and comprehension, and performance IQ (PIQ), representing nonverbal reasoning, spatial processing, and visual-motor skills.

Funding for Study:	This study was funded by a grant from the U.S. National Institute of Environmental Health Sciences (NIEHS) (grant #R21ES027044). The MIREC Study [from which the women were chosen] was supported by the Chemicals Management Plan at Health Canada, the Ontario Ministry of the Environment, and the Canadian Institutes for Health Research (grant #MOP-81285).

IQ Study #64 (Wang 2019 (http://fluoridealert.org/studytracker/35644/))

Citation:	Wang M, Liu L, Li H, LI Y, Liu H, Hou C, Zeng Q, Li P, Zhao Q, Dong L, Zhou G, Yu X, Liu L, Guan Q, Zhang S, Wang A. 2019. **Thyroid function, intelligence, and low-moderate fluoride exposure among Chinese school-age children**. *Environment International* 134:105229. [Epub ahead of print].
Location of Study:	From endemic and non-endemic fluorosis areas in Tianjin, China.
Size of Study:	571 children randomly selected from endemic and non-endemic fluorosis areas in Tianjin. Children who were not long- term residents of the area were eliminated. Further, children who had congenital or acquired diseases affecting intelligence, or a history of cerebral trauma and neurological disorders, or those with a positive screening test history (like hepatitis B virus infection, Treponema palladium infection and Down's syndrome) and adverse exposures (smoking and drinking) during maternal pregnancy were excluded from the analyses.
Age of Subjects:	7–13 years
Source of Fluoride:	Drinking water
Water Fluoride Level:	About half of the children are in the district where water fluoride concentrations were within the Standards for Drinking Water Quality in China of 1 mg/L, while the other half had significantly higher fluoride concentrations than the screening guideline of 1 mg/L. The water fluoride concentration ranged from 0.20 mg/L to 3.9 mg/L, with a mean value of 1.39 ± 1.01 mg/L.
Urinary fluoride levels:	The mean (±SD) urinary fluoride was 1.28 ± 1.3 mg/L, with the range from 0.01 mg/L to 5.54 mg/L.
Thyroid hormone levels	The median THs levels in the serum were 1.33 ng/mL for TT_3, 6.8 g/dL for TT_4, 3.28 pg/mL for FT_3, 1.12 ng/dL for FT_4, and 2.28 uIU/mL for TSH.
Type of IQ Test:	A Combined Raven's Test for Rural China (CRT-RC2) was taken to evaluate the IQ of each child. Additionally, we utilized logistic regression model to examine the associations between fluoride, THs (Thyroid hormones) and different levels of intelligence, in which the IQ scores were categorized into five degrees as follows: marginal (70–89), normal (90–109), high normal (110–119), superior (120–129) and excellent (130), and the normal group was assigned as the control. Moreover, multivariate linear regression models were constructed to assess the associations between quartiles of water fluoride or urinary fluoride and THs and IQ scores, as well as associations between quartiles of THs and IQ scores. Trends tests were assessed by using the median value in each quartile as a continuous variable in the linear regression models

IQ Study #65 (Till 2020 (http://fluoridealert.org/wp-content/uploads/till-2019.pdf))

Citation	Till C, Green R, Flora D, Hornung R, Martinez-Miller EA, Blazer M, Farmus L, Ayotte P, Muckle G, Lanphear B. 2020. **Fluoride exposue from infant formula and child IQ in a Canadian birth cohort**. *Environment International* 134:105315. (Published in November 2019)
Location of Study:	In fluoridated and non-fluoridated cities in Canada.
Size of Study:	398 mother-child pairs
Age of Subjects:	Fetus and Infants up to 3-4 year-olds
Source of Fluoride:	Fluoride in drinking water for (1) Fetal fluoride exposure and (2) breast-fed versus formula-fed from both fluoridated and non-fluoridated cities.
Water Fluoride Level:	Thirty-eight percent of mother-child pairs lived in fluoridated communities, with the optimal fluoride level of 0.7 mg/L.
Urinary fluoride:	The authors "used maternal urinary fluoride (MUF) adjusted for specific gravity as a proxy of fetal fluoride exposure. MUF, which was derived by averaging three spot samples collected across all three trimesters of pregnancy".
Type of IQ Test:	Wechsler Primary and Preschool Scale of Intelligence-III at 3–4 years. Outcomes included Full Scale IQ (FSIQ), a measure of global intellectual functioning, Verbal IQ (VIQ), a measure of verbal reasoning, and Performance IQ (PIQ), a measure of non-verbal reasoning and visual-motor coordination skills.
Results:	Thirty-eight percent of mother-child dyads [pairs] lived in fluoridated communities. An increase of 0.5 mg/L in water fluoride concentration (approximately equaling the difference between fluoridated and non-fluoridated regions) corresponded to a 9.3- and 6.2-point decrement in Performance IQ among formula-fed (95% CI: -13.77, -4.76) and breast-fed children (95% CI: -10.45, -1.94). The association between water fluoride concentration and Performance IQ remained significant after controlling for fetal fluoride exposure among formula-fed (B = -7.93, 95% CI: -12.84, -3.01) and breastfed children (B = -6.30, 95% CI: -10.92, -1.68). A 0.5 mg increase in fluoride intake from infant formula *corresponded to an 8.8-point decrement in* Performance IQ (95% CI: -14.18, -3.34) and this association remained significant after controlling for fetal fluoride exposure (B = -7.62, 95% CI: -13.64, -1.60).
Conclusions:	In summary, fluoride intake among infants younger than 6 months may exceed the tolerable upper limits if they are fed exclusively with formula reconstitued with fluoridated tap water. After adjusting for fetal exposure, we found that fluoride exposure during infancy predicts diminished non-verbal intelligence in children. In the absence of any benefit from fluoride consumption in the first six months, it is prudent to limit fluoride exposure by using non-fluoridated water or water with lower fluoride content as a formula diluent.

Water Fluoride Level: 	An aside. "By comparing the previous investigations conducted in Guizhou Province, the level of fluorosis and IQ for children helped by the government of Guizhou Province showed improvement [31]. In China, except for Guizhou, the survey data of other regions showed that the IQ level in children drinking water in fluorosis areas after treatment of defluorination of water also showed significant improvement, especially the levels of severe IQ [38, 39]."
Type of IQ Test:	Wechsler Intelligence Scale for Children Revised in China (WISC-CR)
Results:	To explore the relationship between total intelligence quotient (**IQ**), verbal intelligence quotient (**VIQ**), performance intelligence quotient (**PIQ**) VIQ, which is the manifestation of learning memory, language understanding, and language thinking ability. The results showed that VIQ in children of fluorosis group was impaired and the common sense and other items demonstrated statistically significant difference. In the scale, common sense was **reduced by 1.2 times**, with the smallest reduction degree. Similarly, arithmetic and vocabulary were **reduced by nearly 2 times**, while understanding was **reduced by nearly 3 times.** The test for common sense includes general knowledge. The more interest and curiosity present, the more knowledge can be obtained. The common sense of children with fluorosis showed declination, and this might be related to the brain organic damage caused by early fluorine intake, resulting in children's lack of interest in things and less general knowledge... In the children's vocabulary, calculation and similarities were **decreased by nearly 2 times**, indicating that their overall knowledge content and processing ability were weak... Compared with common sense test, influence by culture and education is less, and the comprehensive understanding level of children with dental fluorosis is **most significantly reduced, i.e., by about three times.** This clearly reflects the damage of fluoride on children's language development, vocabulary learning, and other comprehensive understanding abilities. The impairment of VIQ shows that the **IQ impairment in children with fluorosis** mainly loses the ability of learning language, forming concept, abstract thinking, analysis, and generalization [24, 25, 37]. The results showed no significant difference between fluorosis group and control group ($P > 0.05$). Statistical significance was observed in the test of building blocks and decoding in the dental fluorosis group ($P < 0.05$), but not in other items ($P > 0.05$).
Conclusions:	"In conclusion, we believe that reducing fluoride intake with the assistance of the government can reduce fluorosis as well as the severity of intellectual impairment caused by fluorosis. Fluorosis in children can cause IQ impairment, especially the VIQ that is represented by language learning and vocabulary comprehension. During the period of fluorosis in children, language learning, vocabulary, and other interventions should be enhanced to improve the ability to acquire complementary skills."
Funding:	This work was financed by grants from the Natural Science Foundation of China (81460483).

Results:	... eligible children were divided into four groups: only prenatal excessive fluoride exposure group (PFG), only childhood excessive fluoride exposure group (CFG), both prenatal and childhood excessive fluoride exposure group (BFG), control group (CG). For all participants, we observed that a decrease of 4.965 points in children's IQ scores was associated with each 1.0 mg/L increase in the CUF concentration of ≥ 1.7 mg/L. A cross-sectional study found that moderate fluoride exposure was inversely correlated with children's IQ scores, and suggested a UF threshold of 1.6 mg/L for intelligence damage [15]. The reason for the difference between the two thresholds may be that we adjusted the UF concentration by UCr. We further found that every 1.0 mg/L increment in the CUF concentration of ≥ 2.1 mg/L was related to a reduction of 11.4 points of children's IQ scores in prenatal control group. These results suggested that excessive fluoride exposure in childhood was negatively associated with children's IQ scores.
Conclusions:	Our study examined the association between excessive fluoride exposure in prenatal and childhood periods and the intelligence of school-age children. We found that prenatal excessive fluoride exposure could cause lower IQ scores, especially the decreased odds of developing excellent intelligence. Meanwhile, a negative association between fluoride exposure and children's IQ scores was observed in children without prenatal exposure.
Funding:	This study was supported by the Natural Science Foundation of China (81972981, 81673116), Henan Department of Science and Technology, China (162300410272) and Zhengzhou University (2020ZZUKCSZ008). The sponsors were not involved in research design, information collection, data analysis, or paper writing.

IQ Study #66 (Lou 2020 (http://fluoridealert.org/studytracker/37042/))

Citation:	Lou D, Luo Y, Liu J, Zheng D, Ma R, Chen F, Yu Y, Guan Z. 2020. **Refinement Impairments of Verbal-Performance Intelligent Quotient in Children Exposed to Fluoride Produced by Coal Burning.** *Biological Trace Element Research*. May 3.
Location of Study:	in coal-burning fluorosis area of Dafang County, Guizhou Province, China
Size of Study:	99 children. 55 in dental fluorosis group (none with moderate or severe dental fluorosis, but all with mild) and 44 students without dental fluorosis.
Age of Subjects:	8–12 years
Source of Fluoride:	"This area belongs to the alpine region, and the winter rainfall days from December to March accounted for 80%, causing heavy moisture. Thus, traditionally, people use cooking stoves with indoor smoke by burning the coal to bake food and to keep warm their bodies, causing ingestion of smoke through the respiratory tract. The volatilized fluorine released by burning coal is inhaled by humans through the air, or the baked food that adsorbs the burning coal is ingested by humans, leading to fluorosis. Thus, it is referred to as coal-burning pollution fluorosis"

IQ Study #67 (Xu 2020 (http://fluoridealert.org/studytracker/38280/))

Citation	Xu K, An N, Huang H, Duan L, Ma J, Ding J, He T, Zhu J, Li Z, Cheng X, Zhou G, Ba Y. 2020. **Fluoride exposure and intelligence in school-age children: evidence from different windows of exposure susceptibility.** *BMC Public Health* 20:1657. November 4.
Location of Study:	Tongxu County, Kaifeng, Henan Province
Size of Study:	633 local children
Age of Subjects:	7–13 years
Source of Fluoride:	we selected Tongxu County, Kaifeng, Henan Province, a typical drinking-water-born fluorosis area, as the research region (no industrial sources of neurotoxic environmental pollutants such as arsenic, lead, mercury, etc.) to assess the association between excessive fluoride exposure in prenatal or childhood periods and children's intelligence.
Water Fluoride Level:	it was very difficult to obtain UF concentrations data from a pregnant mother, thus, we used the fluoride level in local drinking water during mother's pregnancy. This is because fluoride level in drinking water is highly correlated with UF level [33]. On point, all the mothers in the study were local residents, and local drinking water fluoride level in the village could well represent maternal fluoride exposure level.
Urine Fluoride Levels:	The concentrations of urinary fluoride (UF) and urinary creatinine (UCr) were determined by fluoride ion-selective electrode assay and a creatinine assay kit (picric acid method), respectively. According to whether the mother was exposed to excessive fluoride (the fluoride concentration in drinking water > 1.0 mg/L, GB5749–2006) during pregnancy, the children were divided into two groups: prenatal excessive fluoride exposure group (PF), and prenatal control group (PC). Moreover, according to whether the children's UF concentration exceeded the national standard (*UF concentration* > 1.4 mg/L, WS/T 256–2005), children were divided into childhood excessive fluoride exposure group and childhood control group.
Type of IQ Test:	IQ score was assessed using the second revision of the Combined Raven's Test-The Rural in China (CRT-RC2).

Special Note:	From Chris Neurath (http://fluoridealert.org/content/bulletin_2-16-23-new-study-finds-fluoride-reduces-iq/): "This "paper reports effect sizes as 'IQ points per unit of logarithm of urine fluoride concentration'. These units have been converted to express the effect size for a 1 mg/L increase in urine fluoride concentration from 0.5 to 1.5 mg/L which covers the range of exposures found in the majority of the study children. The paper does not specify whether base 10 or base e (natural) logarithms were used and FAN received no response to inquiries to the authors on this question. However, other papers on fluoride and IQ by some of the same authors have used natural logarithms so we have assumed the same for this paper when converting effect sizes to more easily understood units."
Funding:	This work was supported by the National Natural Science Foundation of China (Grant No. 81573107, 81372934).

IQ Study #68 (Prabhakar-2020 (https://fluoridealert.org/studytracker/41439/))

Note: This study was available on PubMed in January 2022

Citation:	Prabhakar A, Abdulkhayarkutty K, Cheruvallil SV, Sudhakaran P. 2020. **Effect of Endemic Fluorosis on Cognitive Function of School Children in Alappuzha District, Kerala: A Cross Sectional Study.** *Annals of Indian Academy of Neurology*. 24(5):715-720. November 6.
Location of Study:	Alappuzha district, Kerala, India
Size of Study:	120 children
Age of Subjects:	8-10 years
Source of Fluoride:	Drinking water
Water Fluoride Level:	"All the 60 children had urine fluoride level > 1 mg/mL and drinking water fluoride level >1 ppm."
Urine Fluoride Levels:	"All the 60 children had urine fluoride level > 1 mg/mL and drinking water fluoride level >1 ppm."
Type of IQ Test:	Raven's Standard Progressive Matrices and MISIC digit span subtest were used to assess the cognitive function
Results:	"There were 60 children each in fluorosis and control groups. The mean age of the children was 8.95 ± 0.50. Only 15% of the children with fluorosis scored Grade I and II Raven's SPM grades (Intellectually superior/above the average) versus 30% in the control group. None of the children without fluorosis scored Grade V (intellectually impaired) category versus 20% in the fluorosis group. The mean digit span was significantly higher in the control group. A strong positive correlation between severity of dental fluorosis and Raven's SPM grades was found (Spearman's correlation coefficient = 0.740)."
Conclusions:	"Fluorosis is associated with impaired cognition in children. There is a positive correlation between severity of dental fluorosis and the grade of cognitive impairment."

IQ Study #69 (Zhao 2021 (https://default.salsalabs.org/T654d616f-0d76-4c4c-a2c5-cf22eb38c4d5/a3c3edfe-8f0b-4914-9520-28bccee43a71))

Citation:	Zhao L, Yu C, Lv J, Cui Y, Wang Y, Hou C, Yu J, Guo B, Liu H, Li L. 2021. Fluoride exposure, dopamine relative gene polymorphism and intelligence: A cross-sectional study in China (http://fluoridealert.org/studytracker/38611/?eType=EmailBlastContent&eId=803c997c-c597-4b1f-942b-ce15d84adf37). *Ecotoxicology and Environmental Safety* 209:111826. [Epub ahead of print].
Location of Study:	Endemic and non-endemic fluorosis areas in Tianjin, China
Size of Study:	567 children
Age of Subjects:	6–11 years old
Water Fluoride Level:	"We used urinary fluoride to represent the fluoride exposure from drinking water, which ignored the bias of short-term fluoride intake from diet."
Urine Fluoride Levels:	Child urine fluoride levels of 1.5 mg/L were estimated to have a -6.5 IQ points* loss compared to children with urine fluoride levels of 0.5 mg/L. (See Special Note by Chris Neurqth below)
Type of IQ Test:	The Combined Raven's Test (modified in China)
Results:	This was a cross-sectional study to explore the role of DA [dopamine] relative genes in the health effect of low-moderate fluoride exposure in drinking water. According to the authors, "Our study has several strengths. So far as we know, this is the first epidemiological study to uncover the effect modification of DAT1 and MAOA gene polymorphism in the relationship between fluoride exposure and IQ, and the first study to analyze the high-dimensional interaction among fluoride exposure and the four DA relative genes. Our findings suggest a novel clue for the neuro-toxicological *mechanism of fluoride.*"
Conclusions:	"Our study suggests DA [dopamine] relative genes may modify the association between fluoride and intelligence, and a potential interaction among fluoride exposure and DA relative genes on IQ.... In the present study, we found that fluoride exposure is inversely related to children's IQ scores, while DA related genes polymorphism (ANKK1 Taq1A, COMT Val 158 Met, DAT1 40 bp VNTR and MAOA uVNTR) may show modifying effects on the association between urinary fluoride and IQ scores. UF, ANKK1 Taq1A, COMT Val 158 Met and MAOA uVNTR showed a high-dimensional interaction on IQ... We further examined the roles of DA related genes in the relationship between fluoride exposure and found that the linear association performed differently in COMT and ANKK1 genotype subgroups..."

Results:	"In the mixed-effects longitudinal model, we observed a statistically significant negative association between dietary fluoride intake in pregnancy and cognitive score (averaged across both time points) in boys, but not girls (interaction p value = 0.07) (Table 4). Specifically, a 0.5 mg increase in dietary fluoride intake during the third trimester and across pregnancy (i.e. trimesters 2 and 3) was associated with a 3.10-point (95% CI: -5.67, -0.53) and 3.46-point (95% CI: -6.23, -0.70) lower cognitive score in boys, respectively. Although the effect estimates were in the expected direction, maternal fluoride intake was not significantly associated with language or motor scores, nor was there a significant fluoride intake by sex interaction for these outcomes. The adjusted margin effects and 95% confidence intervals of the cognitive scores according to fluoride intake in pregnancy and sex are presented in Figure 1.'
Conclusions:	"In this prospective cohort study, higher exposure to fluoride from food and beverage consumption in pregnancy was associated with reduced cognitive outcome, but not with language and motor outcome in male offspring over the first two years of life. Given the ubiquity of fluoride in food and beverages, it will be important to develop recommendations for how vulnerable populations, such as pregnant women, may limit dietary fluoride intake to minimize potential adverse health risks of the unborn fetus."
Funding:	This research was funded by the National Institutes of Health (NIH)/National Institute of Environmental Health Science (NIEHS)(grant numbers: P30ES023515, R01ES014930, R01ES021357, R24ES028522, R21ES027044).

IQ Study #70 (Yu 2021 (http://fluoridealert.org/studytracker/39755/))

Citation:	Yu X, Xia L, Zhang S, Zhou G, Li Y, Liu H, Hou C, Zhao Q, Dong L, Cui Y, Zeng Q, Wang A, Liu L. 2021. Fluoride exposure and children's intelligence: Gene-environment interaction based on SNP-set, gene and pathway anal (http://fluoridealert.org/studytracker/39755/)ysis, using a case-control design based on a cross-sectional study. *Environment International* 155:106681.
Location of Study:	The rural areas of Baodi district, Tianjin, China. The study areas were divided into historical high fluoride areas and normal fluoride areas. None of the study sites was exposed to excessive neurotoxins including lead, arsenic and mercury, or in the endemic areas of iodine deficiency based on the surveillance data from the local CDC
Size of Study:	952 resident children
Age of Subjects:	7 to 13 years old
Water Fluoride:	0.70 mg/L (0.40–1.00) to 1.00 mg/L (0.50–1.90)

IQ Study #10: Xu (1994) (http://www.fluoridealert.org/uploads/xu-1994.pdf)

Citation	Xu Y, Lu C, Zhang X. (1994). **The effect of fluorine on the level of intelligence in children.** *Endemic Diseases Bulletin* 9(2):83-84.
Location of study:	**CHINA.** Shandong Province.
Size of study:	330 children (8 groups of 21-97 children categorized based on fluoride and iodine content of water)
Age of Subjects:	8-14 years old
Source of Fluoride Exposure:	Water
Water Fluoride Levels:	– High Fluoride/High Iodine = 3.9 mg/L – High Fluoride/Low Iodine = 2.0 mg/L – High Fluoride = 1.8 mg/L – Low Fluoride = 0.38-0.5 mg/L – Control Area = 0.8 mg/L
Confounding Factors:	(1) Water iodine level used as variable. (2) Child's pre-school education history was determined. (3) Parent's literacy was determined.
Type of IQ Test	Blent-Siman
Results:	(A) Children in areas with high-fluoride and low-iodine have significantly lower IQs than children in areas with high-fluoride and high-iodine, $p < 0.01$. (B) More children have low IQ (< 69) in areas with High F/High I (10.53%), High F only (7.32%), and High F/Low I (12.82%) than in control group (1.61%)
Conclusion:	"The number of children whose level of intelligence is lower is significantly increased in regions of high fluoride/iodine, regions of high fluoride only, regions of high fluoride/low iodine, against their respective comparative groups. . . . This could be demonstrative of the fact that fluoride acts to increase the toxicity and worsen the occurrence of thyroid swelling."

IQ Study #9: Li (1994) (http://www.fluoridealert.org/uploads/li-1994.pdf)

Citation:	Li Y, Li X, Wei S. (1994). **Effects of high fluoride intake on child mental work capacity: Preliminary investigation into the mechanisms involved.** *Journal of West China University of Medical Sciences* 25(2):188-91 (republished in *Fluoride* 2008; 41:331-35).
Location of study:	**CHINA.** Sichuan Province.
Size of study:	158 children from two neighboring townships (107 children with various degrees of dental fluorosis; 51 children with no dental fluorosis)
Age of Subjects:	12-13 years old
Source of Fluoride Exposure:	Food contaminated by coal smoke
Fluoride Content of Grain:	– Children with no dental fluorosis = 0.5 mg/kg- Children with dental fluorosis (HiF1) = 4.7 mg/kg- Children with dental fluorosis (HiF2) = 5.2 mg/kg- Children with dental fluorosis (HiF3) = 31.6 mg/kg

Confounding Factors:	(1) The areas have similar levels of fluoride in water (0.3 mg/L) and air (0.02-0.51 mg/m3) and similar levels of zinc in soil. (2) The areas townships have similar economic and cultural status, lifestyle, dietary habits, basic constituents of food. (3) Age, gender, and grade level of the children are kept "as constant as possible." (4) Children with acute or chronic diseases not related to fluoride were excluded from study.
Type of IQ Test	Mental Work Capacity determined by number of letters found (NLF), rate of error (RE), index of mental capacity (IMC), short-term memory capacity (SMC), visual reaction time (RT).
Results:	(A) Children with dental fluorosis in mid-exposure group (HiF2) have reduced short-term mental capacity ($p<0.05$), reduced mental capacity index ($p < 0.01$), and reduced NLF scores ($p<0.01$) as compared to children with no fluorosis and children with lower exposure. (B) Children with dental fluorosis in high-exposure group (HiF3) have reduced short-term mental capacity ($p<0.01$), reduced mental capacity index ($p < 0.01$), and reduced NLF scores ($p<0.01$) as compared children with no fluorosis and children with low exposure.
Conclusion:	"As shown in this study, the mental work capacity (MWC) of the two groups of children with grade 3 dental fluorosis was lower than the two groups with no dental fluorosis. . . . This indicates that early, long-term exposure to excess fluoride causes deficits in memory, attention, and reaction time, but 12–13 year-old children with only recent exposure show no major effects. Studies [on human fetuses] have already shown that the developing brain is one of the ripest targets for disruption by fluoride poisoning. Given that before six years of age the human brain is in its fastest stage of development, and that around seven and eight basic structural development is completed, therefore the brain is most vulnerable to damage from excess fluoride intake before this age."

IQ Study #8: Yang (1994) (http://www.fluoridealert.org/uploads/yang-1994.pdf)

Citation:	Yang Y, Wang X, Guo X, Hu P. (1994). **The effects of high levels of fluoride and iodine on intellectual ability and the metabolism of fluoride and iodine.** *Chinese Journal of Epidemiology* 15(4):296-98 (republished in *Fluoride* 2008; 41:336-339).
Location of study:	**CHINA.** Shandong Province.
Size of study:	60 children (30 from high-F village, 30 from Low-F village)
Age of Subjects:	8-14 years old
Source of Fluoride Exposure:	Water
Water Fluoride Levels:	High F/High Iodine area = 2.97 mg/L Control area = 0.5 mg/L
Urine Fluoride Levels:	High F/High Iodine area = 2.08±1.03 mg/L Control area = 0.82±0.56 mg/L
Type of IQ Test	Chinese Comparative Scale of Intelligence Test

Results:	(A) Children in high F/high iodine area have lower IQ (76.67+7.75) than those in low F area (81.67+11.97), although the difference is not statistically significant.(B) Greater percentage of children have moderately low IQ (≤79) in High F/High Iodine area (76.67%) than in control area (36.67%), p<0.01.
Conclusion:	"An excess of fluoride and a lack of iodine in the same environment has been shown to have a marked effect on child intellectual development, causing a more significant intellectual deficit than lack of iodine alone."

IQ Study #7: An (1992) (http://www.fluoridealert.org/uploads/an-1992.pdf)

Citation:	An J, Mei S, Liu A, Fu Y, Wang Q, Hu L, Ma L. (1992). **The effects of high fluoride on the level of intelligence of primary and secondary students.** *Chinese Journal of Control of Endemic Diseases* 7(2):93-94.
Location of study:	**CHINA.** Xingshunxi Town, Guyang County, Inner Mongolia (4 neighboring villages with high fluoride centered around Wubu Ziyao village and 6 neighboring villages with lower fluoride centered around Hada Heshao Village).
Size of study:	242 children (121 children from high-F villages and 121 children from the low-F villages)
Age of Subjects:	7-16 years old
Source of Fluoride Exposure:	Water
Water Fluoride Levels:	High-F villages = 2.1±7.6 mg/L Control villages = 0.6±1.0 mg/L
Confounding Factors:	(1) Dental fluorosis rates were determined in both areas (90.9% in High-F area vs. 21.5% in Low-F area). (B) Both areas are in the countryside, are 15 km from each other, and share the same Han ethnicity. (C) The geography, culture, education, living standard, and social economic conditions are "very similar."
IQ Test:	Wechsler Intelligence Scale for Children
Results:	(A) Children in the High-F villages have significantly lower IQs at each age group studied: 7-10 ($p < 0.02$); 11-13 ($p < 0.01$); 14-16 ($p < 0.03$); 7-16 ($p < 0.01$). (B) Significantly more children in High-F villages have "critical state" IQ, $p < 0.01$. (C) When children within the High-F villages are stratified into highest-F (5.2-7.6 mg/L), and lowest-F levels (2.1-3.2 mg/L), the children in the higher-F areas had significantly lower IQ than the lower-F areas ($p < 0.05$).
Conclusion	"The results show that the level of intelligence of primary and secondary students from the high fluoride area and that of primary and secondary students from the non-high fluoride area had very significant differences, proving that high fluoride has adverse effects on the mental development of students. The higher the water fluoride is, the lower the level of IQ."

IQ Study #6: Lin (1991) (http://www.fluoridealert.org/uploads/lin-1991.pdf)

Citation	Lin FF, Aihaiti, Zhao HX, Lin J, Jiang JY, Malmaiti, and Aiken. (1991). **The relationship of a low-iodine and high-fluoride environment to subclinical cretinism in Xinjiang.** *Endemic Disease Bulletin* 6(2):62-67 (republished in *Iodine Deficiency Disorder Newsletter* Vol. 7(3):24-25).
Location of study:	**CHINA.** Hetian prefecture, Xinjiang.
Size of study:	749 children (250 children in High-F/Low Iodine area; 256 children in Low-F/Low-Iodine area; and 243 children in Low F/Low Iodine area)
Age of Subjects:	7-14 years old
Source of Fluoride Exposure:	Water
Water Fluoride Levels:	High F/Low Iodine = 0.88 mg/L Low F/Low Iodine = 0.34 mg/L Control area = n/a
Urine Fluoride Levels:	High F/Low Iodine = 2.56 mg/L Low F/Low Iodine = 1.34-1.61 mg/L Control area = 1.6 mg/L
Confounding Factors:	(1) Lower socioeconomic status in all areas. (2) Areas have similar nationalities, habits, customs, and income.
IQ Test:	CRT-RC (Combined Raven's Test for Rural China)
Results:	Children from the High F/Low Iodine area have significantly lower IQs (IQ=71) than children from the Low F/Low Iodine area (IQ=77-79; $p<0.05$), and control area (IQ=96); $p<0.01$).
Conclusion:	"The significant differences in IQ among these regions suggests that fluoride can exacerbate central nervous lesions and somatic developmental disturbance caused by iodine deficiency."

IQ Study #5: Guo (1991) (http://www.fluoridealert.org/uploads/guo-1991.pdf)

Citation:	Guo X, Wang R, Cheng C, Wei W, Tang L, Wang Q, Tang D, Liu G, He G, Li S. (1991). **A preliminary investigation of the IQs of 7-13 year old children from an area with coal burning-related fluoride poisoning.** *Chinese Journal of Endemiology* 10(2):98-100 (republished in *Fluoride* 2008; 41(2):125–28).
Location of study:	**CHINA.** Xinshao County, Hunan Province.
Size of study:	121 children (60 children with mild to severe fluorosis from an endemic area where coal is used as a fuel source; 61 children from a non-endemic area where wood is used as a fuel source)
Age of Subjects:	7 to 13 years old
Source of Fluoride Exposure:	Coal burning (Fluoride levels in water < 0.5 mg/l in both areas)
Blood Fluoride Levels:	Endemic area=0.1483±0.0473 mg/L Non-endemic area=0.1044±0.0652 mg/L ($p<0.01$)

Confounding Factors:	The two areas are neighboring townships with "very similar" economies, cultures, living standards, lifestyles, public health, and education.
IQ Test:	Chinese Binet IQ Test
Results:	(A) Children from endemic fluorosis area have lower average IQ (76.7) than children in non-endemic area (81.4), $p<0.05$. (B) A greater percentage (30%) of children in endemic area have low IQ (≤ 69) than in non-endemic area (11.5%), $p<0.05$.
Conclusion:	"In summary, although diminished intellectual ability can result from a multitude of factors (both innate and acquired) that influence neural development and cell division in the cerebrum, the comparison conducted in this study of two areas where the other environment factors are basically the same shows clear differences in IQ, and it [is] probable that this difference is due to a high fluoride environment."

IQ Study #4: Chen (1991) (http://www.fluoridealert.org/wp-content/uploads/chen-1991.pdf)

Citation:	Chen Y, Han F, Zhou Z, Zhang H, Jiao X, Zhang S, Huang M, Chang T, Dong Y. (1991). **Research on the intellectual development of children in high fluoride areas.** *Chinese Journal of Control of Endemic Diseases* 6(Suppl):99-100 (republished in *Fluoride* 2008; 41:120–24).
Location of study:	Linyi County, Shanxi Province, China
Size of study:	**CHINA.** 640 children (320 children from High-F village; 320 children from Lower-F village)
Age of Subjects:	7 to 14 years old
Source of Fluoride Exposure:	Water
Water Fluoride Levels:	High-F village = 4.55 mg/L Lower-F village = 0.89 mg/L
Confounding Factors:	The occupations, culture, standard of living, lifestyle habits, access to health and transportation facilities are "essentially the same" between the two areas.
IQ Test:	Rural version of Chinese Standardized Raven Test
Results:	Average IQ of children in High-F village (100.24 ± 14.52) significantly lower than children in lower-F village (104.03 ± 14.96), $p<0.01$.
Conclusion:	"The results of this study indicate that there is significant difference between the intellectual ability of the 7–14 year old children from the [fluorosis] endemic area and those of the control, and moreover that the average IQ of the children from the endemic area is clearly lower."

IQ Study #3: Sun (1991) (http://www.fluoridealert.org/uploads/sun-1991.pdf)

Citation	Sun M, et al. (1991). **Using drawing tests to measure intelligence in children from areas impacted by combined Al-F endemic toxicosis (Shuicheng, Guizhou).** *Journal of Guiyang Medical College* 16(3):204-06.
Location of study:	**CHINA.** Guizhou Province: Liupanshui City (endemic fluorosis area) and Guiyang City (non-endemic area)
Size of study:	420 children (196 children from endemic fluorosis area; 224 children from non-endemic area)
Age of Subjects:	6.5-12 years old
Source of Fluoride Exposure:	N/A
Fluoride exposure levels:	N/A
Confounding factors:	(1) Majority of children of farmers. (2) Children with bone and joint deformities or nervous system symptoms were excluded from study.
IQ Test:	Drawing test for children (Japanese researcher's Shigeo Kobayashi's 50-point scoring method).
Results:	Children from endemic fluorosis area had lower IQ than those from non-endemic area at all ages except ≤7 ($p < 0.05$)
Excerpt:	"From these results, it can be concluded that excessive consumption of fluorine and aluminum in the early stage of development directly impacts the development of the human brain, which causes the delayed intellectual development seen in children living in the endemic areas."

IQ Study #2: Qin (1990) (http://www.fluoridealert.org/wp-content/uploads/qin-1990.pdf)

Citation:	Qin LS, Cui SY. (1990). **Using the Raven's standard progressive matrices to determine the effects of the level of fluoride in drinking water on the intellectual ability of school-age children.** *Chinese Journal of the Control of Endemic Diseases* 5(4):203-04 (republished in *Fluoride* 2008; 41:115–19).
Location of study:	**CHINA.** Jing County, Hubei Province.
Size of study:	447 children (141 children from High-F area; 159 children from "normal" F area; 147 children from low-F area)
Age of Subjects:	9 to 10.5 years old
Source of Fluoride Exposure:	Water
Water Fluoride Levels:	High F = 2.1-4.0 mg/L"Normal" F = 0.5-1.0 mg/LLow F = 0.1-0.2 mg/L
Confounding factors:	All children had grown up drinking well water in their home village.
IQ Test:	Raven's Standard Progressive Matrices

Results:	Children in High F (21.17%) and Low F (23.03%) areas had lower average IQ scores than children in normal F area (28.14%), p<0.01.
Conclusion:	"All of these finding serve to indicate that both high and low fluoride can affect the normal development and function of the cerebrum as well as the entire nervous system causing a decrease in intellectual ability."

IQ Study #1: Ren (1989) (http://www.fluoridealert.org/uploads/ren-1989.pdf)

Citation:	Ren D, Li K, Liu D. (1989). **A study of the intellectual ability of 8-14 year-old children in high fluoride, low iodine areas.** *Chinese Journal of Control of Endemic Diseases* 4(4):251 (republished in *Fluoride* 2008; 41:319-20).
Location of study:	**CHINA**, Shandong Province.
Size of study:	329 children (160 children in High F/low Iodine area: 169 children in Low-F/Low Iodine area)
Age of Subjects:	8 to 14 years old
Source of Fluoride Exposure:	Water
Fluoride exposure levels:	N/A
Confounding factors:	Both study groups had low iodine intake.
IQ Test:	Wechsler Intelligence Test
Results:	–Average IQ of children in the High Fluoride/Low Iodine group (IQ=64.8) significantly lower than the children in the Low Fluoride/Low Iodine group (IQ = 85.0), p<0.01.- The percentage of children with low IQ (<69) significantly greater in High F/Low Iodine group (40.6%) than in Low Fluoride/Low Iodine group (13.6%), p<0.01.
Conclusion:	"From the results it is evident that disrupted child intellectual development is among the effects on the human body from a harmful environment containing both high fluoride and low iodine, and this disruption is clearly much more serious than the effects of iodine deficiency alone."

Tags: Brain (https://fluoridealert.org/tag/brain-2/), Cognitive Function (https://fluoridealert.org/tag/cognitive-function/), IQ Score (https://fluoridealert.org/tag/intelligence/)

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Type of Exposure:	Coal burning
Urine Fluoride Levels:	High F group=1.352±0.457 mg/L (n=144) Lower F group=1.611±0.467 mg/L (n=35)
Confounding Factors:	(1) Both areas are free from iodine deficiency. (2) Both areas have similar standard of living, sanitation, culture, and availability of medical treatment.
Type of IQ Test	Raven's Standard Theoretical Intelligence Test, Chinese version
Results:	Children from high F (endemic) areas had lower IQ than those from lower F (control) area ($p<0.01$). Negative correlation between urine F and IQ ($p<0.01$).
Conclusion:	"High fluoride burden has a definite effect on the intellectual and physical development of children."

IQ Study #23: Xiang (2003a (http://www.fluorideresearch.org/362/files/FJ2003_v36_n2_p84-94.pdf)), Xiang, (2003b) (http://www.fluorideresearch.org/363/files/FJ2003_v36_n3_p198-199.pdf)

Citation:	– Xiang Q, et al. **(2003a).** Effect of fluoride in drinking water on children's intelligence. *Fluoride* 36: 84-94. – Xiang Q, et al. **(2003b).** Blood lead of children in Wamiao-Xinhuai intelligence study. *Fluoride* 36: 198-199.
Location of study:	**CHINA.** Sihong County, Jiangsu Province.
Size of study:	512 children (222 children in high-F village, 290 children in low-F village)
Age of Subjects:	8-13 years old
Type of Exposure:	Water
Water Fluoride Levels:	High F village=2.47+0.79 mg/L (range=0.57-4.50 mg/L) Low F village=0.36+0.15 mg/L (range=0.18-0.76 mg/L)In the high-F village, children were subdivided into the following five fluoride water levels:Group A<1.0 mg/L; Group B=1.0-1.9 mg/L; Group C=2.0-2.9 mg/L; Group D=3.0-3.9 mg/L; Group E>3.9 mg/L.
Urine Fluoride Levels:	High F village=3.47±1.95 mg/L Low F village=1.11±0.39 mg/L
Confounding Factors:	(1) The two villages have similar urine iodine levels ($p>0.3$), and blood lead levels ($p>0.48$). (2) Neither village has fluoride pollution from burning coal or other industrial sources. (3) None of the residents reported drinking brick tea. (4) Children who had been absent from either village for 2 years or longer, or who had a history of brain disease or head injury were excluded from study.
Type of IQ Test	CRT-RC (Combined Raven's Test for Rural China)

Results:	(A) Average IQ in High-F area (96.11 ± 12.00) is lower than Low-F area (98.41 ± 14.75), although difference is not statistically significant. (B) No child in High-F area has outstanding or excellent intelligence. The respective rates in the Low-F area are 2.7% and 5.4%, respectively.
Conclusion:	"Exposure to high levels of fluoride is likely to cause a certain level of harm to a child's level of intelligence."

IQ Study #25: Seraj (2006) (http://fluoridealert.org/studytracker/14783/)

Citation:	Seraj B, Shahrabi M, Falahzadeh M, Falahzadeh F, Akhondi N. (2006). **[Effect of highfluoride concentration in drinking water on children's intelligence]. [Study in Persian]** *Journal of Dental Medicine* 19(2):80-86.
Location of study:	**IRAN**
Size of study:	126 children (85 children from low-F village, 41 children from high-F village)
Age of Subjects:	Not provided in English abstract (full study is in Persian)
Source of Fluoride:	Water
Water Fluoride Levels:	High F village = 2.5 mg/L Low F village = 0.4 mg/L
Confounding Factors:	The history of illnesses affecting the nervous system, head trauma, birth weight (>2.5kg or ≤ 2.5kg), residental history, age and sex of children were investigated by questionnaires completed by the children's parents.
Type of IQ Test	Raven's
Results:	"In the high fluoride area the mean IQ of children (87.9±11) was significantly lower than in the low fluoride area (98.9±12.9) (P=0.025)."
Statistical significance	""Based on the findings of this study, exposure of children to high levels of fluoride may carry the risk of impaired development of intelligence."

IQ Study #24: Wang (2005) (http://www.fluorideresearch.org/414/files/FJ2008_v41_n4_p344-348.pdf)

Citation:	Wang S, Zhang H, Fan W, Fang S, Kang P, Chen X, Yu M. (2005). **The effects of endemic fluoride poisoning caused by coal burning on the physical development and intelligence of children.** *Journal of Applied Clinical Pediatrics* 20(9):897-898 (republished in *Fluoride* 2008; 41:344-348).
Location of study:	**CHINA.** *Zhijin County, Ghizhou Province.*
Size of study:	226 children (176 children in High F area, including 119 children with skeletal fluorosis and 57 children with only dental fluorosis; 50 children in low-F area without skeletal or dental fluorosis)
Age of Subjects:	7-12 years old

CITY OF Vancouver WASHINGTON

Staff Report: 051-25

To: Mayor and City Council
From: City Manager
Date: March 17, 2025

Subject
Bid Award - 2025 Central Curb Ramps - Bid ITB 25-12

Key Points
1. Under the City's 2025 Street Preservation and Resurfacing contracts, the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
2. Pursuant to Federal Highway Administration (FHWA) requirements, streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
3. Project includes construction curb ramps at 75 locations. Approximate curb ramp locations are shown on the attached vicinity maps.
4. City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment
Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation
The City is issuing two separate curb ramp contracts this year as part of its 2025 pavement management program. These contracts include the "2025 Rose Village Curb Ramps" and the "2025 Central Curb Ramps". The purpose of splitting the work into two contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award a contract for the 2025 Central Curb Ramps. A request to award a construction contract for the 2025 Rose Village Curb Ramps will be in a separate staff report.

On February 25, 2025, the City received three bids for this project. The bids ranged between $1,379,790.00 to $1,660,000.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Grade Werks Excavating, LLC, Battle Ground, WA	$1,379,790.00
Western United Civil Group, Yacolt, WA	$1,519,490.00

Advanced Excavating Specialists, Kelso, WA	$1,660,000.00
Engineers Cost Estimate	$1,900,000.00

There is a minimum apprenticeship goal of 10% of the utilized labor hours for this project. The project includes a $6,000 incentive for meeting or exceeding the minimum utilization hours. Grade Werks Excavating, LLC, Battle Ground, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 890 hours of apprentice time of the estimated 8,400 applicable labor hours for the project.

Advantage(s)

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks but without ramps.

Challenge(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive through construction zones, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund ($1,379,790.00). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On Monday, March 17, 2025, award a construction contract for the 2025 Central Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager or designee to finalize and execute a contract with Grade Werks Excavating, LLC, Battle Ground, Washington at their bid price of $1,379,790, which includes Washington State sales tax.

Staff Contact

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Attachments:

1. ITB25-12_UnExContract
2. 2025 Central Curb Ramps Vicinity Map

CONSTRUCTION CONTRACT # C-101913
ITB 25-12: 2025 Central Curb Ramps

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Grade Werks Excavating, LLC, PO Box 1349, Battle Ground, WA 98604 (hereinafter referred to as the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 25-12 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Click here to enter a date per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached an incorporated and made a part hereof, the parties hereto agree as follows:

1. **STATEMENT OF WORK**: The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

   This Contract provides for the improvement of curb ramps, curbs, sidewalks, excavation, minor paving, and signal systems and other work, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

   The Contract Work shall be Physically Complete within 80 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within

sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBLITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

   At any time of the subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

   a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
   b. Have a current Washington Unified Business Identifier (UBI) number.
   c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
   d. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.
   e. If applicable, have:
      i. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW.
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW.
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
      iv. An electrical contractor license, if required by Chapter 19.28 RCW.
      v. An elevator contractor license, if required by Chapter 70.87 RCW.
   f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5. **DELINQUENT STATE TAXES**: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS**: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of

Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) $1,379,790.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed, and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE**: The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

   The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

   The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

COVERAGE	LIMITS OF LIABILITY
IV. Pollution Legal Liability	
Each Claim Annual Aggregate	$1,000,000 $2,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Worker's Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

d. The City of Vancouver shall be listed on the Certificate as Certificate Holder.

e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.

g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.

h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

8. **CONTRACTOR'S BOND**: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION**: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. **GOVERNING LAW/VENUE**: This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. **EMPLOYMENT OF LABOR**: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. **PAYMENT OF LABOR**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

    The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

    In case any dispute arises as to what the prevailing rate of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. **PAYMENT TO THE CONTRACTOR**: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any of any overages paid in error by the City.

    Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

    No payment shall be made to the Contract, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

14. **INDEMNIFICATION**: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgements, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

    In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

    This indemnity and hold harmless shall include any claim made against the City by an employee of the Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to worker's compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. The Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

15. **OWNERSHIP OF RECORDS AND DOCUMENTS**: Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

16. **PUBLIC DISCLOSURE COMPLIANCE**: The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

17. **COOPERATIVE PURCHASING**: The Washington State interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

18. **AMENDMENTS**: All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

19. **AUTHORIZATION AND COMPLIANCE WITH THE LAW**: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

20. **CITY BUSINESS AND OCCUPATION LICENSE**: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service website or by phone at 800-451-7985, or the City's website to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES**: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the

City; shall not as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

22. **ASSIGNMENT**: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

23. **TERMINATION FOR CONVENIENCE**: The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

    In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

24. **TERMINATION FOR CAUSE**: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate or suspend this Contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

    If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

25. **OPPORTUNITY TO CURE**: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by the City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the city from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to, termination of this Contract for convenience.

26. **WAIVER AND REMEDIES**: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

27. **ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

28. **USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

29. **DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

30. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.

31. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors and assigns.

32. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

    1. Amendments to the Contract,
    2. This Contract,
    3. Contractor's Bid including all Addenda to the Solicitation,
    4. Special Provisions,
    5. Contract Plan Set,
    6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    7. City of Vancouver Standard Plans,
    8. WSDOT Standard Specifications,
    9. WSDOT Standard Plans.

    On the Contract Plans, Working Drawings and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

    Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code,

rule, specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

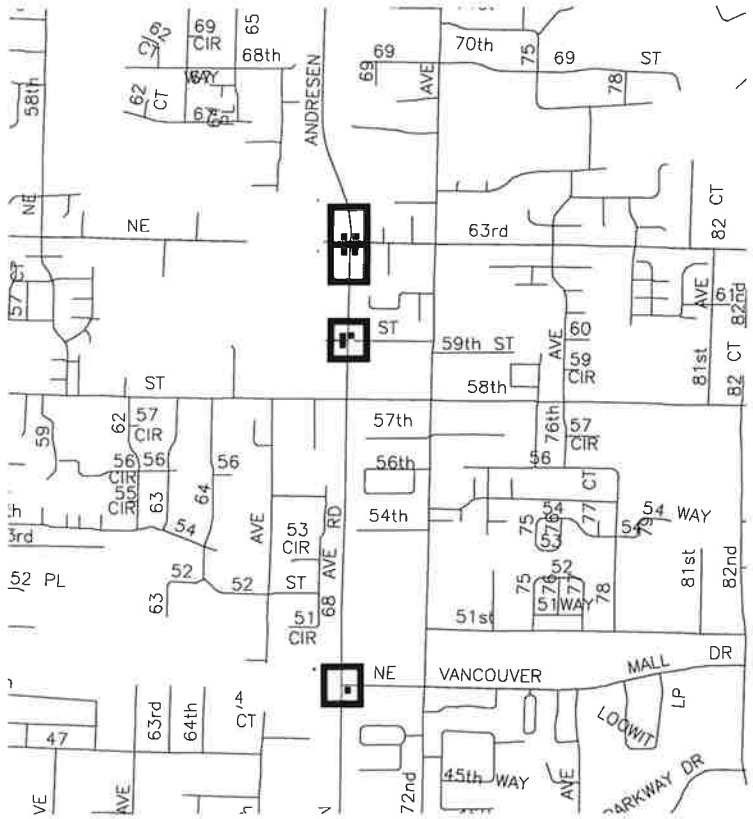
34. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid or sent by electronic mail as follows:

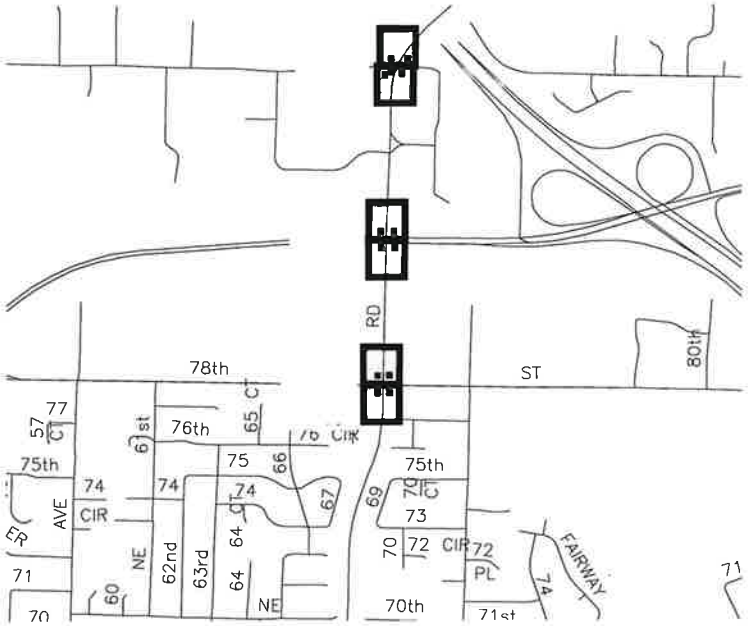
For the City:	For the Contractor:
Anna Vogel	Contact Name
City of Vancouver	Company Name
415 W 6th Street	Address
P O Box 1995	City State Zip
Vancouver WA 98668-1995	Email Address
anna.vogel@cityofvancouver.us	

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Company Name
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Nena Cook, Interim City Attorney	

Vicinity Map (Page 1 of 5)





AREA 1 - NE ANDRESEN RD

SCALE IN FEET

2025 CENTRAL CURB RAMP DESIGN

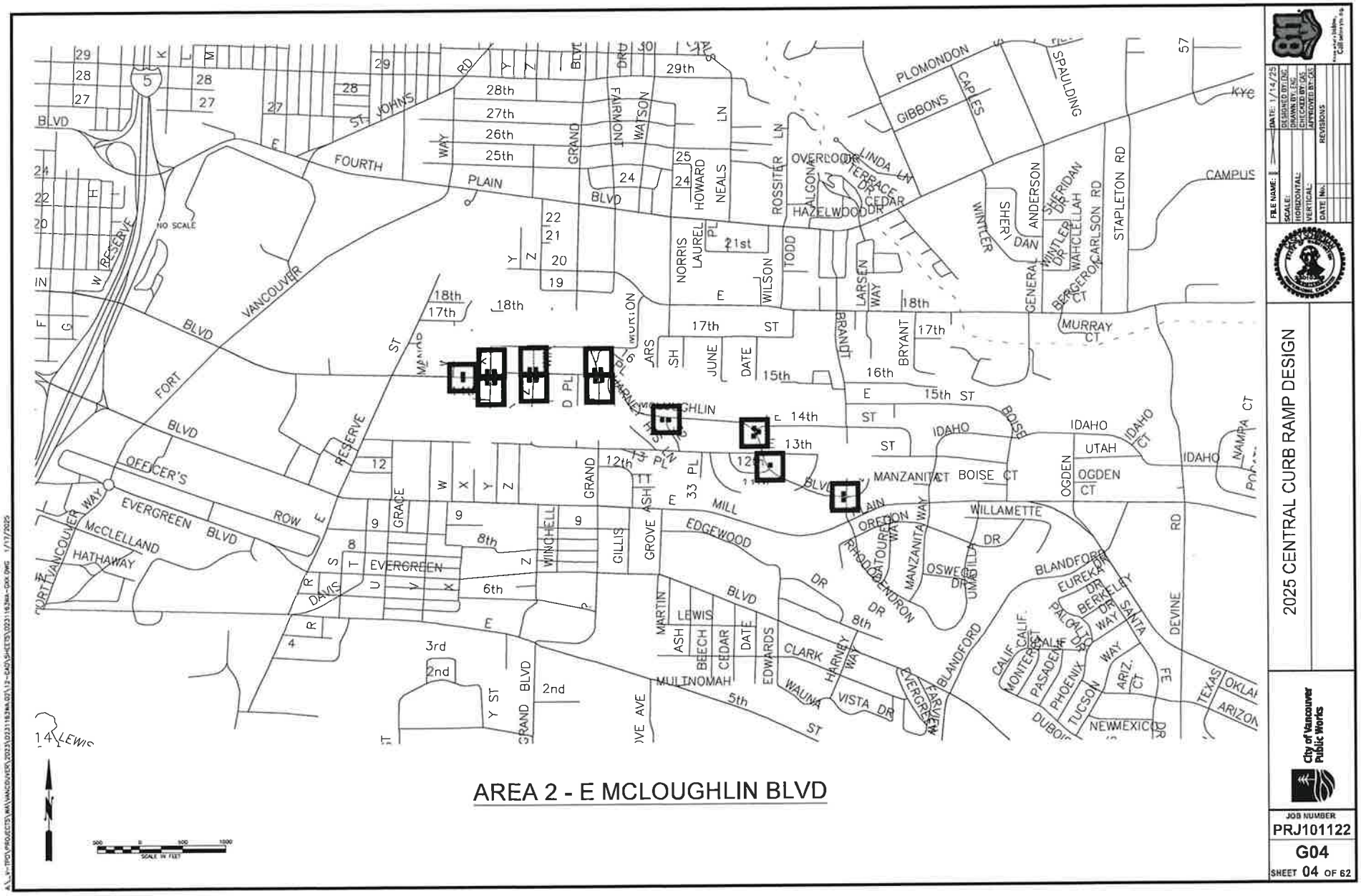
City of Vancouver Public Works

JOB NUMBER PRJ101122

G03

SHEET 03 OF 62

Vicinity Map (Page 2 of 5)



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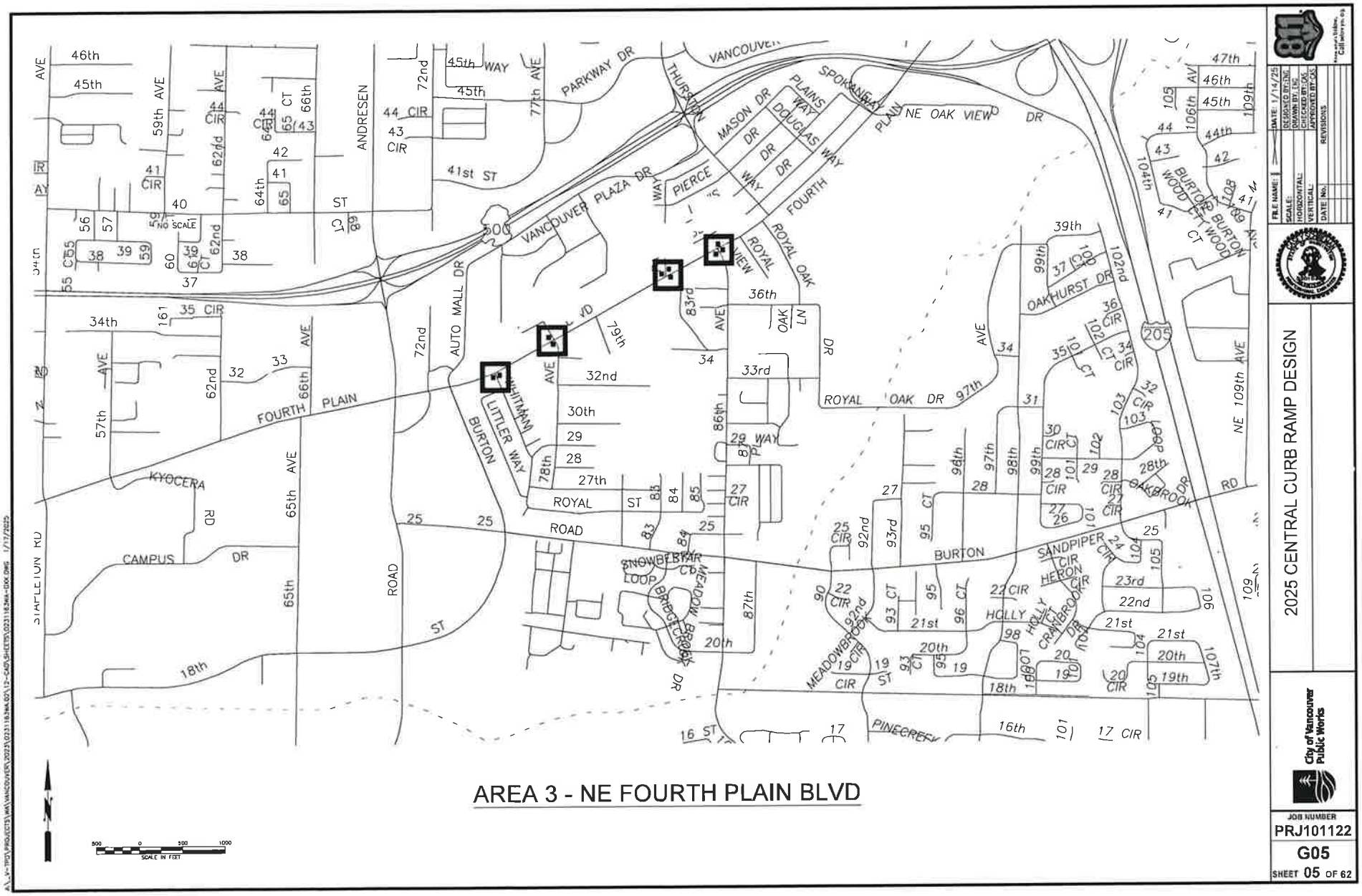

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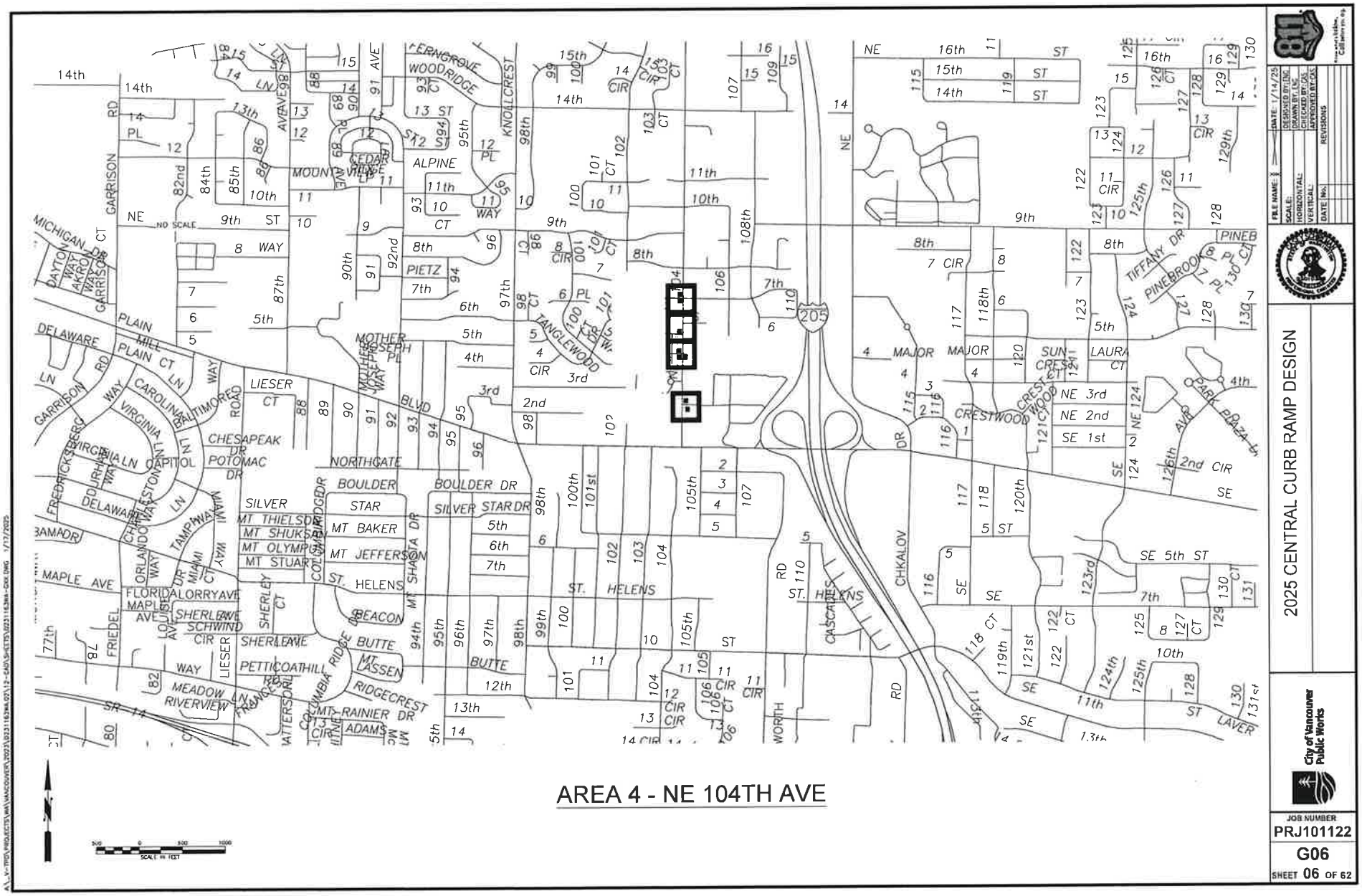

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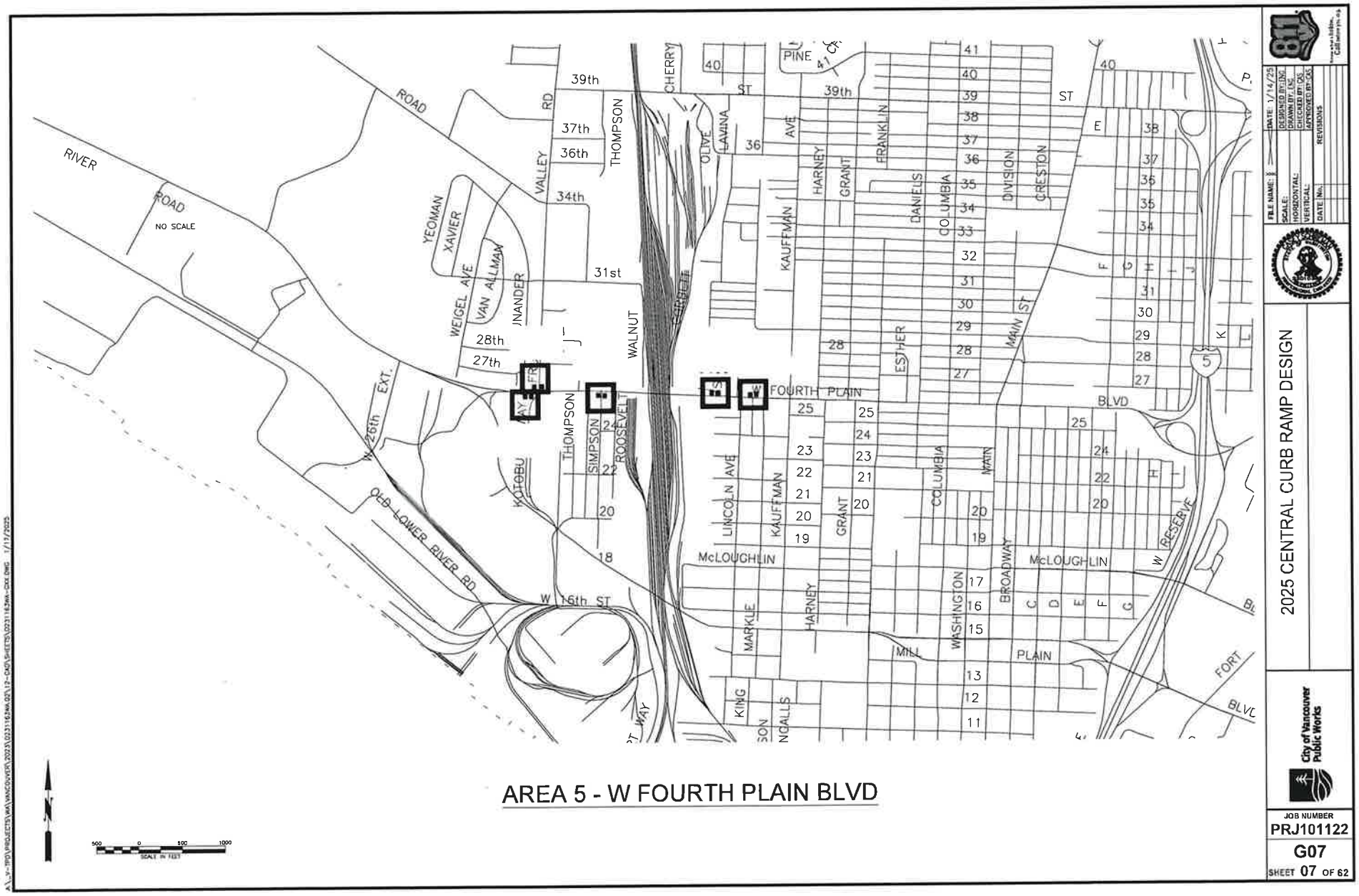

Staff Report: 052-25

To: Mayor and City Council
From: City Manager
Date: March 17, 2025

Subject
Bid Award - O. O. Howard House Roof Replacement - ITB-25-11

Key Points
- The proposed contract would allow the roof to be replaced on the historic O. O. Howard House on Officers Row.
- City staff have worked with the Historic Trust in evaluation of building needs in the Historic Reserve and prioritized this project.
- Grant funds have been received would pay for one-third of the cost.

Strategic Plan Alignment
Culture and Heritage – celebrating culture and heritage

Present Situation
Since 2012 the City and The Historic Trust have completed replacement of almost all the roofs of the buildings on Officers Row. As part of this planned weatherization and asset preservation program, the O. O. Howard House has now been identified as needing a roof replacement. The City and the Historic Trust have developed a set of plans and specifications that ensure appropriate materials and methods are used to preserve this prominent historic structure. The project will also replace some damaged siding and replace gutters.

The City has successfully applied for and received a grant for this project from the Washington State Historical Society. This grant will pay one-third of the cost with other funds coming from the Vancouver National Historic Reserve property capital fund maintained by the City. The O. O. Howard currently houses the Historic Trust staff and several private tenants.

The City solicited bids for this project. On February 25, 2025, the City received three bids for the subject project. One bidder subsequently withdrew from the process voluntarily. The two remaining bids are shown in the table below. There were no apprenticeship requirements for this project as the engineer's estimate fell below the policy threshold of $500,000.

The low bidder, Signature Roof Services LLC from Roy Washington, is responsive and responsible. They have completed projects of similar size and scope, including a roofing project at the Grant House in 2023.

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Signature Roof Service, LLC - Roy, WA	$342,405.00

Carlsen Roofing Co. Inc. - Hillsboro, OR	$494,469.78
Pacific Federal Construction, LLC - Kelso, WA	Withdrawn
Engineers Cost Estimate	$463,000

Advantage(s)

1. Assists with the continued preservation and reuse of historic structures on Officers Row.
2. Secured grant funding will cover one-third of the cost of the project.
3. Eliminates higher costs in the future if water intrusion causes building damage.

Challenge(s)

1. The project will require a budget match, however these funds are already appropriated.
2. During the construction period, access to the building will be somewhat limited.

Budget Impact

Sufficient fund authorization exists in the Vancouver National Historic Reserve property capital fund to support this project. This project was budgeted in 2024. The funds to support this project will be carried forward to 2025 via the Spring Supplemental.

Prior Council Review

Approval of a resolution on April 11, 2024 authorizing application for a grant through the Washington State Historic Society.

Action Requested

On Monday, March 17, 2025, authorize the City Manager, or designee, to execute the contract with Signature Roofing, LLC.

Staff Contact

David Perlick, Director of Parks, Recreation and Cultural Services, david.perlick@cityofvancouver.us

Attachments:

1. Contract

CONSTRUCTION CONTRACT # C-101917
ITB 25-11: O. O. Howard House Roof Replacement Project

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Signature Roof Service, LLC, 529 Fielder Street, Roy, WA 98580, (hereinafter referred to as the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 25-11 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Click here to enter a date per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached an incorporated and made a part hereof, the parties hereto agree as follows:

1. **STATEMENT OF WORK**: The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

   This Contract provides for the removal of all roofing and will install as specified by architect the three types of roofing needed – architectural shingles for the main roof, torch down type roofing for the porches, and custom-fit metal roofs with internal gutters for the bay windows. High-quality, long-life materials, including underlayment and shingles of the same type of product used previously on Officers Row, will be used. The architectural shingles will have, among other attributes, resistance to Class A fires, 110 mph winds, and algae. Contractor will undertake all other work needed, including repair of the internal gutter system or replacement of it with an unobtrusive exterior gutter system, replacement of the exterior gutters and downspouts, repair or replacement in kind of damaged wood siding and trim, and possible repair or replacement potentially-damaged wooden structural members underneath damaged siding and trim and other work, all in

accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

The City is working in partnership with The Historic Trust who holds the master lease for management of properties on Officer's Row. They will help ensure that the project approach meets historic preservation standards.

The City has a grant to support this work through the Washington State Historic Society, Heritage Capital Projects program.

The Contract Work shall be Physically Complete within 60 Working Days from the Notice to Proceed. Contract Work shall be completed no later than June 15, 2025.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBLITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

   At any time of the subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

   a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
   b. Have a current Washington Unified Business Identifier (UBI) number.
   c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
   d. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.
   e. If applicable, have:
      i. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW.

ii. A Washington Employment Security Department reference number, as required in Title 50 RCW.
iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
iv. An electrical contractor license, if required by Chapter 19.28 RCW.
v. An elevator contractor license, if required by Chapter 70.87 RCW.

f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5. **DELINQUENT STATE TAXES**: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS**: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) $ 342,405.00 USD.

   The amount finally to be paid is, however, variable upon the Work actually performed, and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE**: The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

   The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

   The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	

COVERAGE	LIMITS OF LIABILITY
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract. Combined Single Limit	 $1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	Contract Value

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Worker's Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability

assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

d. The City of Vancouver shall be listed on the Certificate as Certificate Holder.

e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.

g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.

h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

8. **CONTRACTOR'S BOND**: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION**: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. **GOVERNING LAW/VENUE**: This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. **EMPLOYMENT OF LABOR**: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. **PAYMENT OF LABOR**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

    The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

    In case any dispute arises as to what the prevailing rate of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. **PAYMENT TO THE CONTRACTOR**: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any of any overages paid in error by the City.

    Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

    No payment shall be made to the Contract, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

14. **INDEMNIFICATION**: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgements, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

    In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

    This indemnity and hold harmless shall include any claim made against the City by an employee of the Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to worker's compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. The Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

15. **OWNERSHIP OF RECORDS AND DOCUMENTS**: Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

16. **PUBLIC DISCLOSURE COMPLIANCE**: The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

17. **COOPERATIVE PURCHASING**: The Washington State interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The

City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

18. **AMENDMENTS**: All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

19. **AUTHORIZATION AND COMPLIANCE WITH THE LAW**: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

20. **CITY BUSINESS AND OCCUPATION LICENSE**: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service website or by phone at 800-451-7985, or the City's website to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES**: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the City; shall not as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

22. **ASSIGNMENT**: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

23. **TERMINATION FOR CONVENIENCE**: The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

    In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

24. **TERMINATION FOR CAUSE**: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate or suspend this Contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

    If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance

schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

25. **OPPORTUNITY TO CURE**: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by the City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the city from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to, termination of this Contract for convenience.

26. **WAIVER AND REMEDIES**: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

27. **ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

28. **USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

29. **DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

30. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.

31. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors and assigns.

32. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

    1. Amendments to the Contract,
    2. This Contract,
    3. Contractor's Bid including all Addenda to the Solicitation,
    4. Specifications,
    5. General Conditions for Facility Construction,
    6. Bid and Permit Set.

    On the Contract Plans, Working Drawings and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

    Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code, rule, specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

    If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

34. **NOTICES:** All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid or sent by electronic mail as follows:

For the City:	For the Contractor:
Anna Vogel	William Hogue
City of Vancouver	Signature Roof Service, LLC
415 W 6th Street	529 Fielder Street
P O Box 1995	Roy, WA 98580
Vancouver WA 98668-1995	signatureroofservice@gmail.com
anna.vogel@cityofvancouver.us	

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

CONTRACTOR:
Company Name

Signature

Printed Name /Title

Date

Staff Report: 053-25

To: Mayor and City Council
From: City Manager
Date: March 17, 2025

Subject
Contract Amendment - 2024 Joint Agency Slurry Seal Project - C-101617

Key Points
- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets completes curb-to-curb work.
- The project includes approximately 27 lane miles of street preservation.
- City maintenance crews do not have adequate staff or equipment to do the type of work needed for this project.

Strategic Plan Alignment
Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation
The City and Clark County entered a joint bid for slurry sealing services in 2024. On March 26, 2024, the City received bids for the 2024 Joint Agency Slurry Seal Project, which was awarded to Blackline, Inc., of Vancouver, Washington with the City's portion of the work being approved for $412,030.00. As part of the bid, the contractor executed a separate contract with each agency. In addition, the participating agencies reserved the right to extend the contract for up to two additional one year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2024, the City and Clark County discussed a contract extension with Blackline for 2025 and decided that it was in our best interests to do so. All 2025 work quantities were sent to Blackline, Inc. and proposed 2025 pricing was agreed upon for the unit bid items. The 2025 City portion of the work is $389,650.00.

Advantage(s)
1. Would result in improved pavement on approximately 27 lane miles of City streets, protecting the City's investment in its street network.
2. The City and Clark County are working cooperatively to make the best use of limited funds and save administrative costs and time during the bidding process by extending the contract.
3. Will reduce higher maintenance costs on City streets, as well as extend the life of the pavement before more costly treatments are required.

Challenge(s)
1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations. However, the construction duration at each

location is short, with traffic able to drive over the new surface within a few hours at most, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area. However, the contractor will not be working in one spot the entire time with all work expected to be completed within a few days at each location.

Budget Impact

The project is funded through the Pavement Management Program in the Street Fund ($389,650.00). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On Monday, March 17, 2025, amend the Blackline, Inc, of Vancouver, Washington construction contract for the 2024 Joint Agency Slurry Seal Project for sealing for one additional year for their adjusted bid price of $389,650.00, which includes Washington State sales tax.

Staff Contact

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Attachments:

1. Contract Amendment
2. C-101617
3. 2025 City of Vancouver Slurry Seals Street Map
4. 2025 Slurry Seal Project Individual Area Maps

CONTRACT #C-101617

AMENDMENT No. 1

ITB 24-22: 2024 JOINT AGENCY SLURRY SEAL PROJECT

This Agreement amends the public works Contract number C-100577 by and between the City of Vancouver, hereinafter referred to as "City", and Blackline, Inc hereinafter referred to as "Contractor", whose address is 13023 NE Hwy 99, Ste #7, PMB 196, Vancouver, WA 98686 for services offered.

This amendment amends the original Contract as follows:

1. This Work shall be performed on the streets listed in herein attached spreadsheet and by reference made part of this Amendment "2025 Pavement Slurry Seal Proposal" and as shown on herein attached "2025 Slurry Seal Streets Maps."
2. Compensation for work performed shall be calculated based on updated pricing contained in herein attached document and hereby reference made part of this Amendment "2025 Pavement Slurry Seal Proposal".
3. Total compensation to Contractor for above work performed shall not exceed $389,650.00 as detailed in herein attached spreadsheet and hereby reference made part of this Amendment. Any changes must be approved by written change order on City authorized forms and signed by all parties.
4. The following special conditions shall apply to work performed under this Amendment. In case of conflict these special conditions shall apply.
   a. Work in the City of Vancouver shall begin on or after June 23, 2025. Slurry sealing on City of Vancouver streets shall be completed by September 12, 2025.

   b. Striping may be removed with either a hydroblaster or a grinder. Road surfaces shall be undamaged, clean and dry after striping removal.

   c. The City will complete all striping and will be responsible for its layout.

   d. Speed Bump Clarification – treatment shall cover any speed bumps.

   e. The City of Vancouver will require that the contractor place a cone in all driveways of residents that will be affected by the slurry seal work that day.

   f. The 2025 Ride-Around-Clark County event will be on July 26, 2025. Because of the event, no works shall occur on July 26, 2025 unless otherwise approved by the Engineer.

5. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

CONTRACTOR:
Blackline, Inc.

Signature

Printed Name /Title

Date

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CONSTRUCTION CONTRACT # C-101617
ITB 24-22: 2024 JOINT AGENCY SLURRY SEAL PROJECT

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Blackline Inc., 13023 NE Hwy 99 Ste#7 PMB 196, Vancouver, WA 98686 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-22 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on April 15, 2024 per Staff Report No. 075-24; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

   This Contract provides for the improvement of various roads in the City of Vancouver and Clark County by placing slurry seal and other work, all in accordance with the attached Project Lists and Maps, these Contract Provisions, and the Standard Specifications.

   The contract work shall be Physically Complete within 25 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

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3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

   At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

   1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
   2. Have a current Washington Unified Business Identifier (UBI) number;
   3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
   4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
   5. If applicable, have:
      i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
      iv. An electrical contractor license, if required by Chapter 19.28 RCW;
      v. An elevator contractor license, if required by Chapter 70.87 RCW.
   6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

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6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) $412,030.00 USD.

   The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

   In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

   The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000

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COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall

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comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract The Parties agree to pay their own attorneys' fees and expenses.

10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

12. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

    The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

    In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

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change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

14. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

    In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

    This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

15. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

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16. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

17. **COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

18. **AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

19. **AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

20. **CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

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22. **ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

23. **TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

24. **TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

25. **OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

26. **WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

27. **ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

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28. **USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

29. **DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

30. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

31. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

32. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

    1. Amendments to the Contract,
    2. This Contract,
    3. Contractor's Bid including all Addenda to the Solicitation,
    4. Special Provisions,
    5. Project Streets Lists,
    6. Project Maps,
    7. City of Vancouver Standard Plans,
    8. WSDOT Standard Specifications,
    9. WSDOT Standard Plans.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule,

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specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

34. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the Owner:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Cody Lorenzen
Blackline Inc.
13023 NE Hwy 99, Ste#7 PMB 196
Vancouver, WA 98686
Cody@blacklineinc.net

The undersigned, as the authorized representatives of the Owner and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
75A9183485CA467...
Eric Holmes, City Manager

4/24/2024
Date

Attest:

DocuSigned by:
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Blackline Inc.

DocuSigned by:
781F864DA14C41C...
Signature

Cody Lorenzen PRESIDENT
Printed Name /Title

4/16/2024
Date

CITY OF Vancouver WASHINGTON

Legend

2025 Slurry Seal (Separate Contract)

SLURRY SEAL

Vancouver City Limits

Updated: 12/5/2024

City of Vancouver 2025 Slurry Seal Streets Map

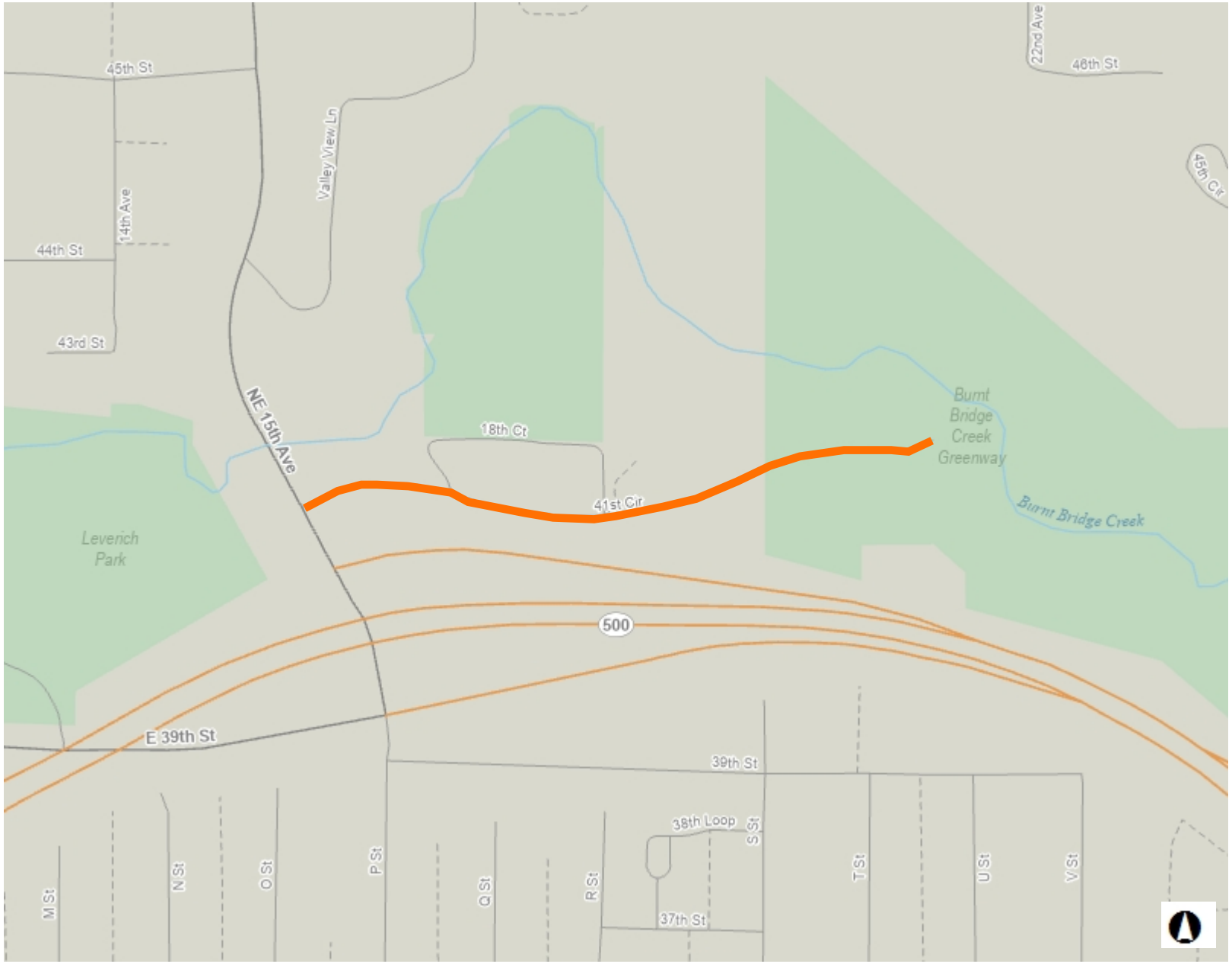
Subject to Change

N

W E

S

Map #**1** - City of Vancouver 2025 Slurry Seals - West Minnehaha Neighborhood





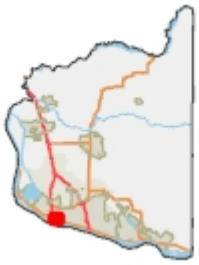
Notes:

= Slurry Seal

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #2 - City of Vancouver 2025 Slurry Seals - Hudson's Bay Neighborhood



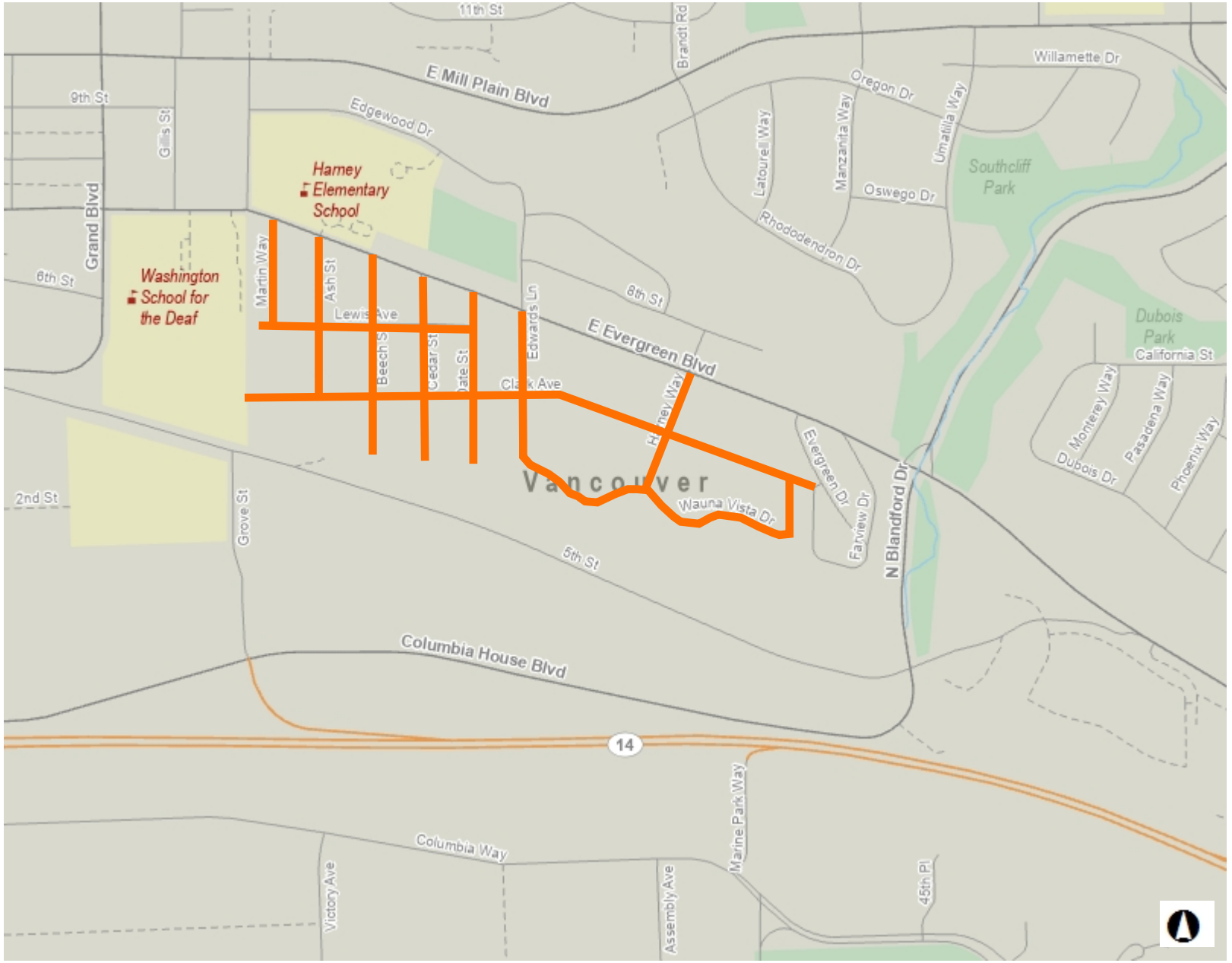


Notes:

= Slurry Seal

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #**3** - City of Vancouver 2025 Slurry Seals -Edgewood Park Neighborhood



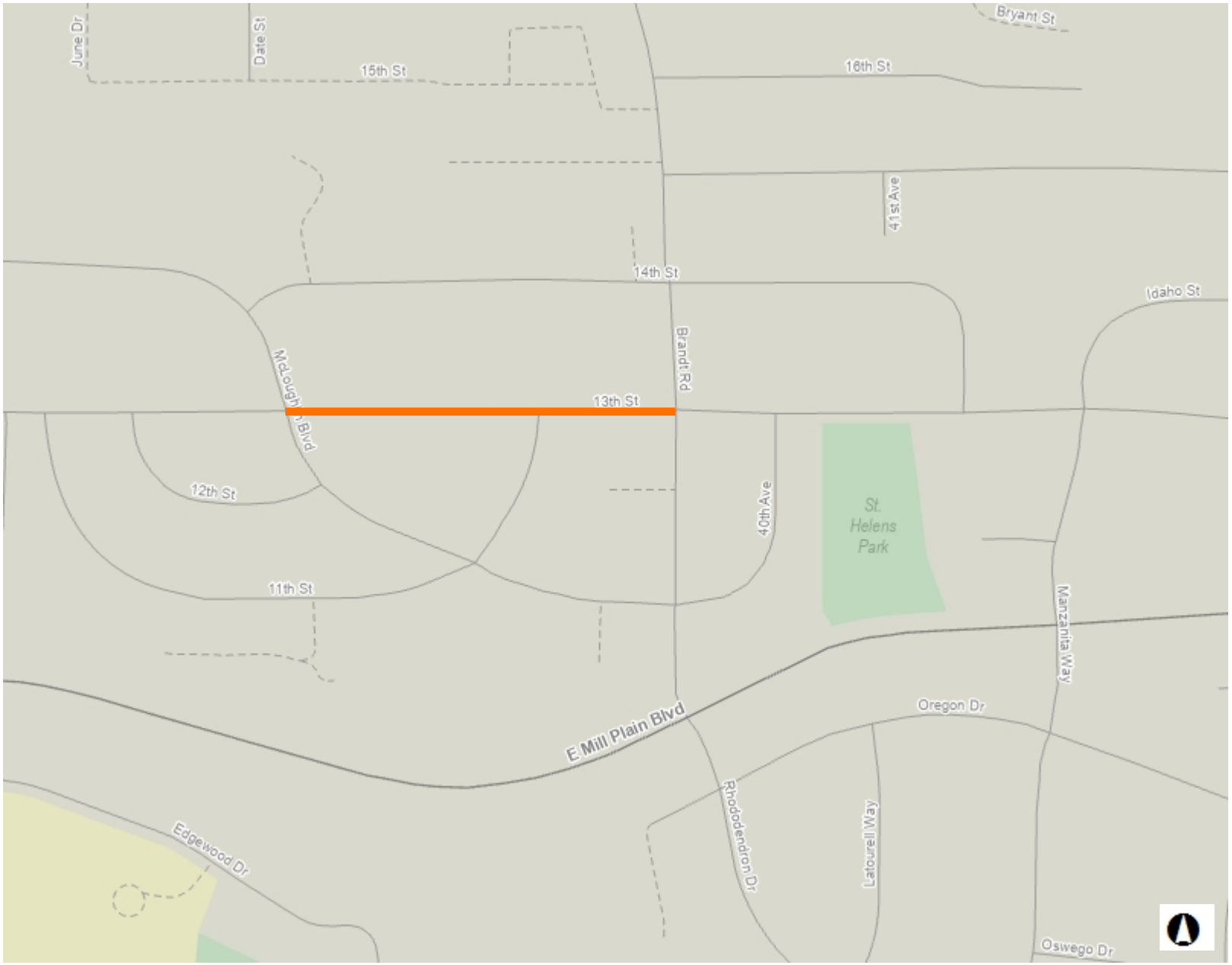


Notes:

= Slurry Seal

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #**4** - City of Vancouver 2025 Slurry Seals -Harney Heights Neighborhood





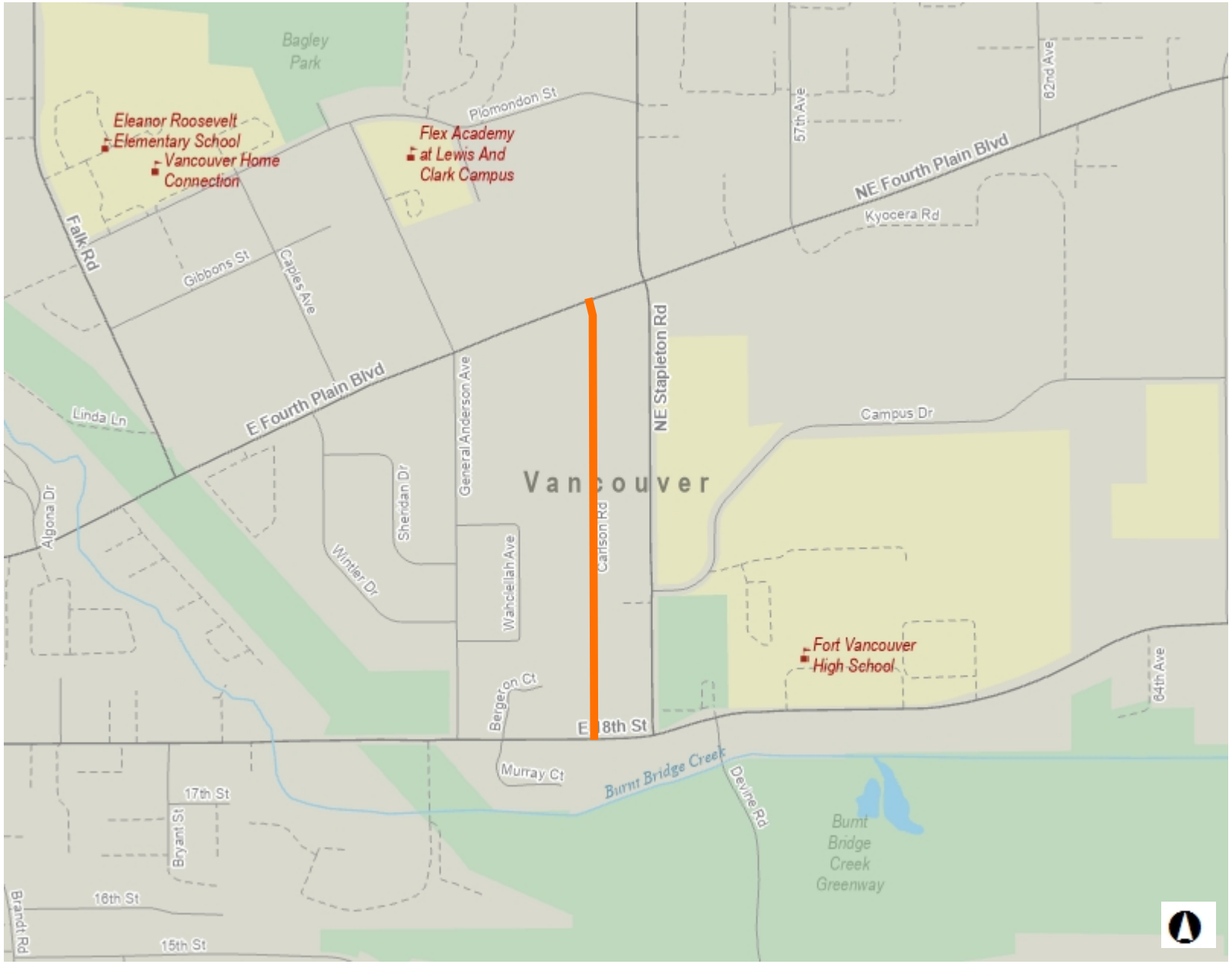
Notes:

= Slurry Seal

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #**5** - City of Vancouver 2025 Slurry Seals - **Meadow Homes** Neighborhood





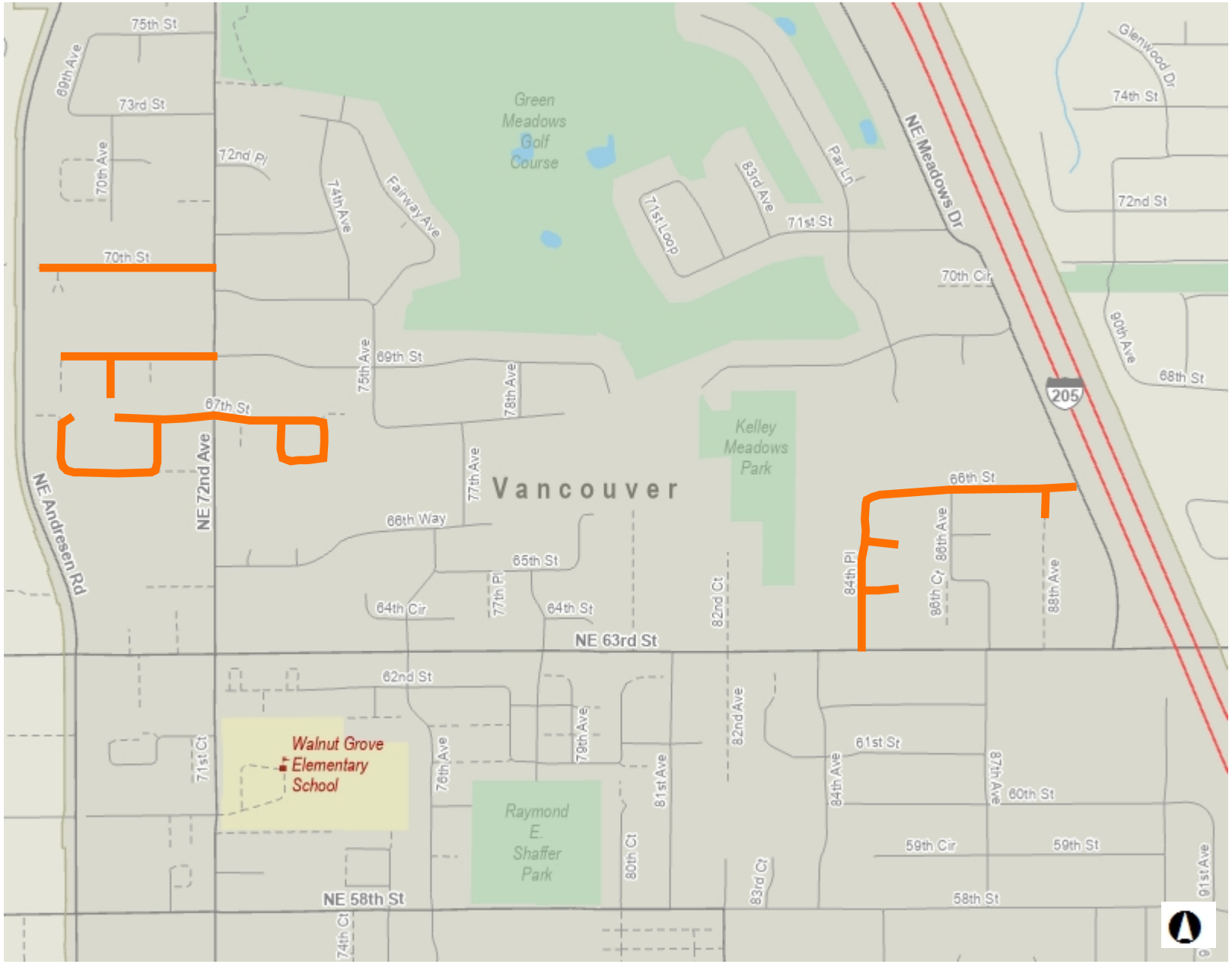
Notes:

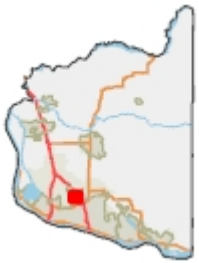
= Slurry Seal

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #**6** - City of Vancouver 2025 Slurry Seals - Green Meadows Neighborhood





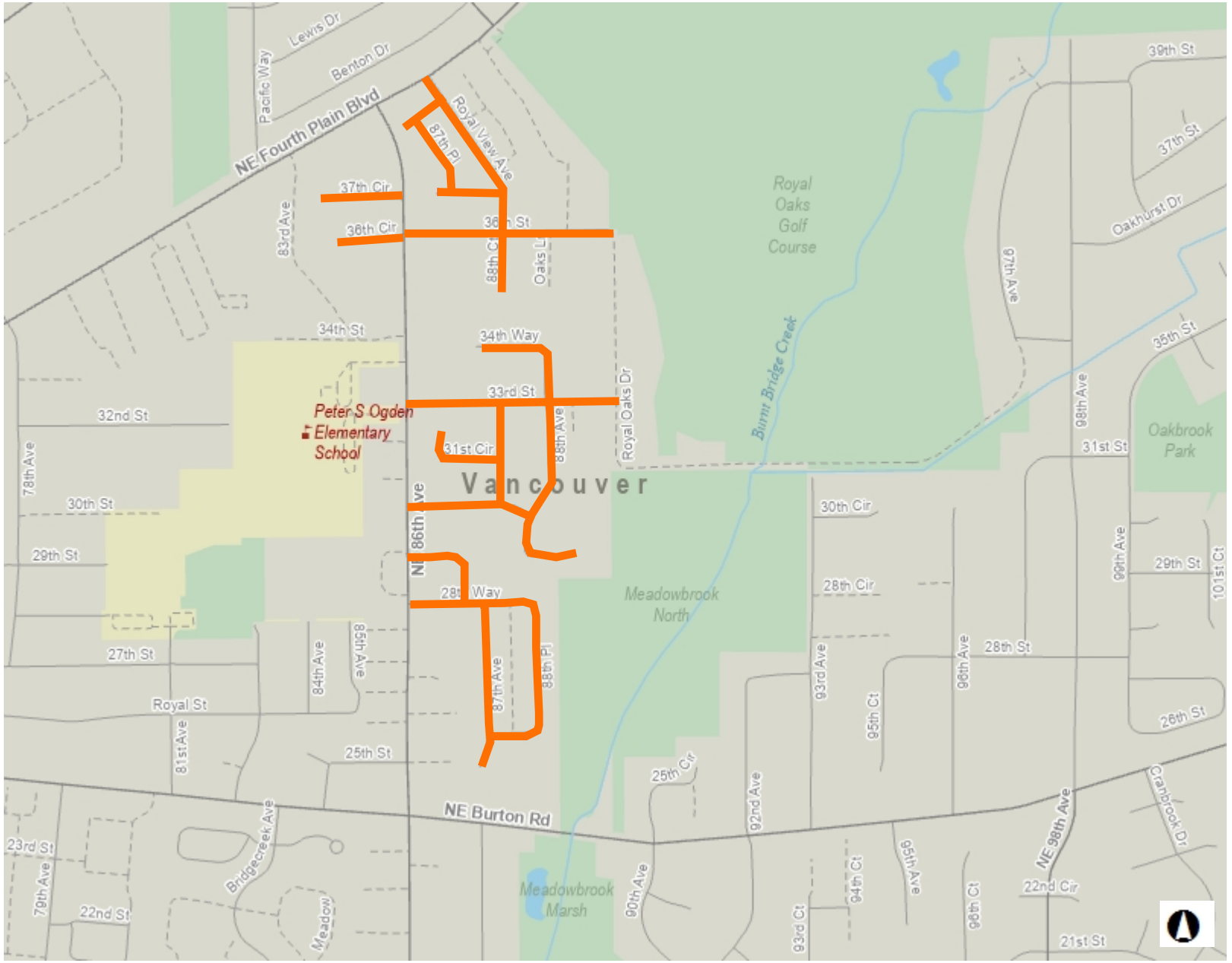
Notes:

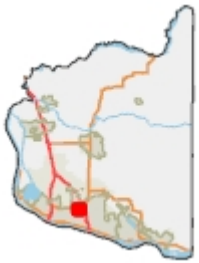
= Slurry Seal

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #**7** - City of Vancouver 2025 Slurry Seals - Ogden Neighborhood **(North)**





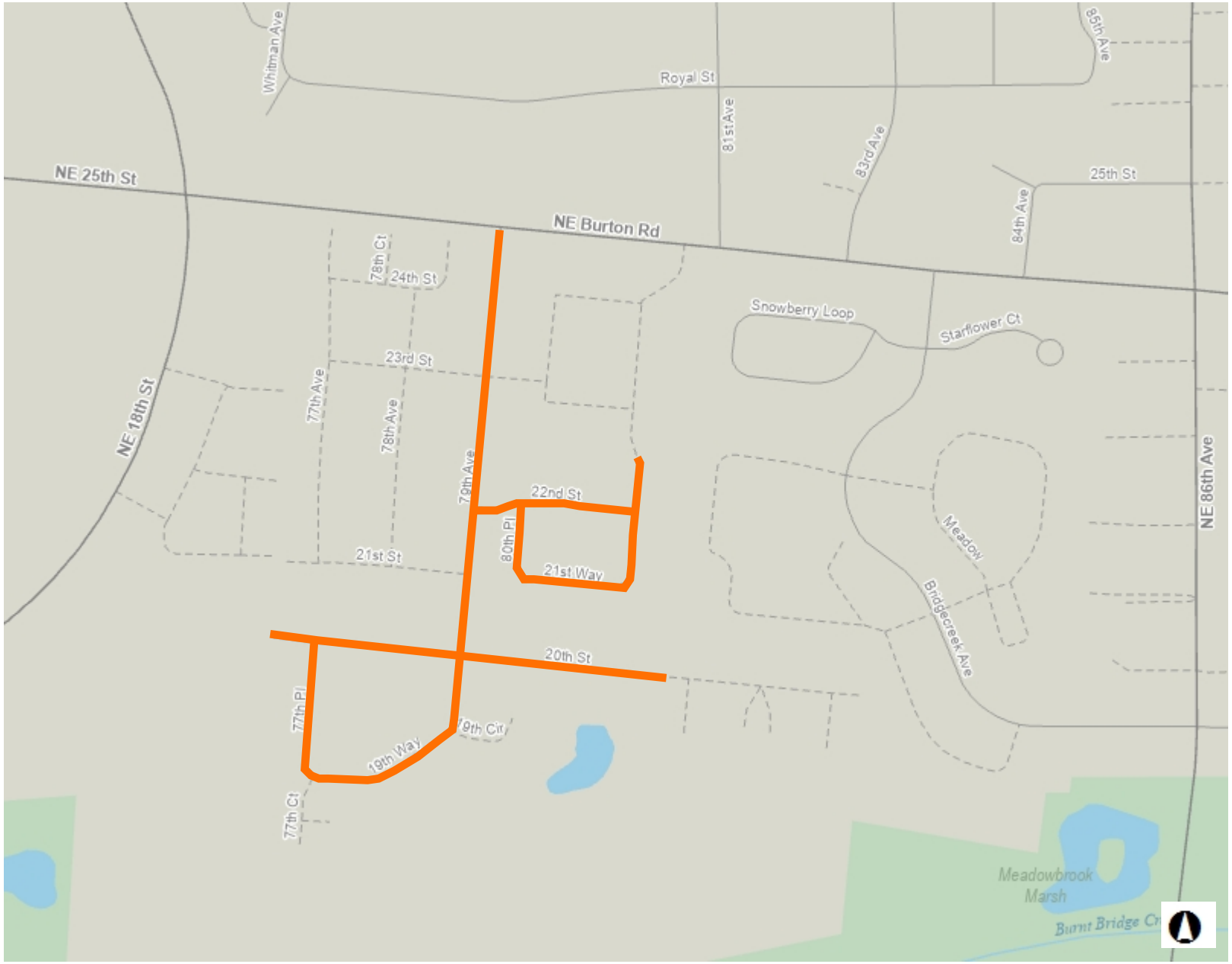
Notes:

= Slurry Seal

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #8 - City of Vancouver 2025 Slurry Seals - Ogden Neighborhood (South)





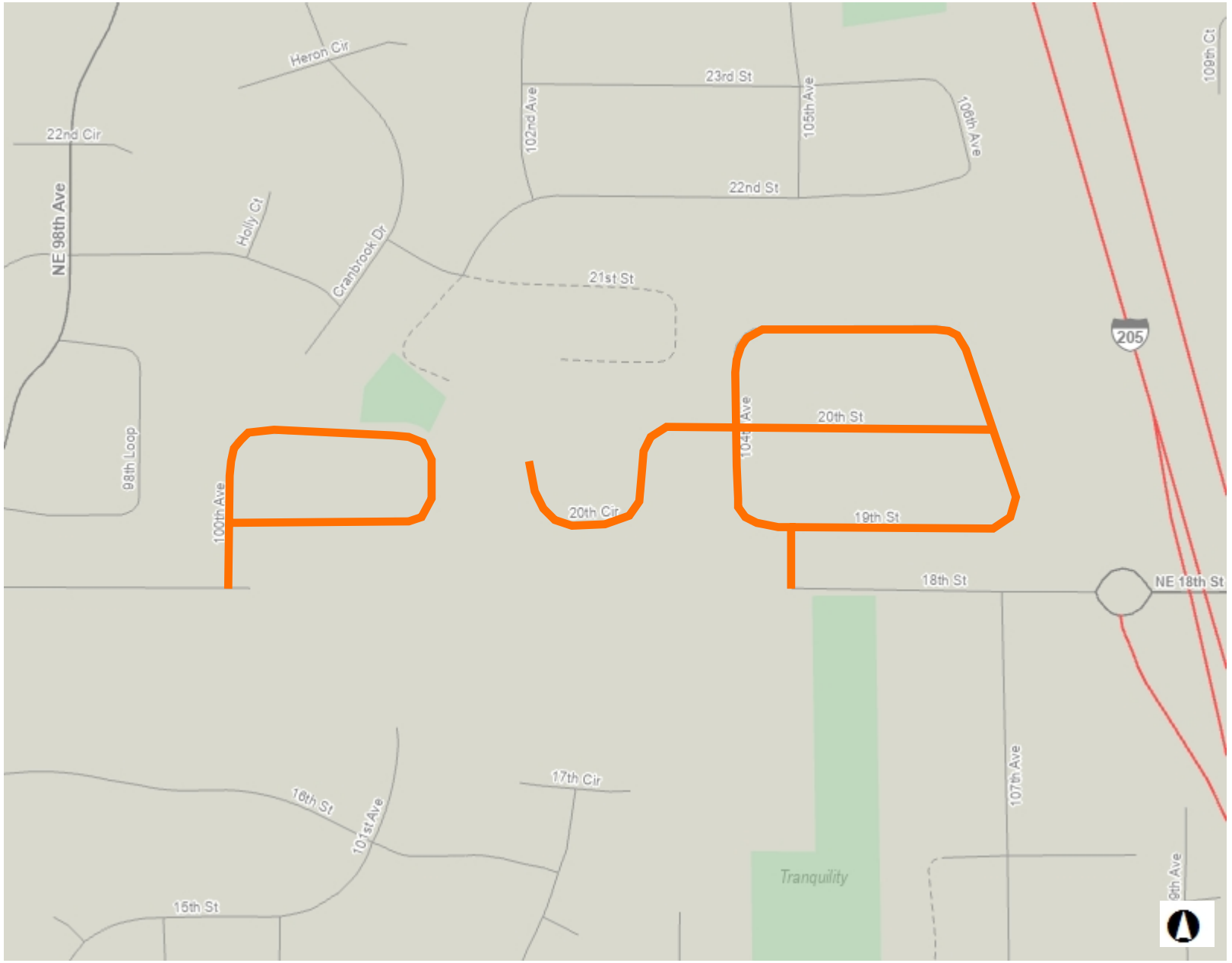
Notes:

= Slurry Seal

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #9 - City of Vancouver 2025 Slurry Seals - Burton Ridge Neighborhood





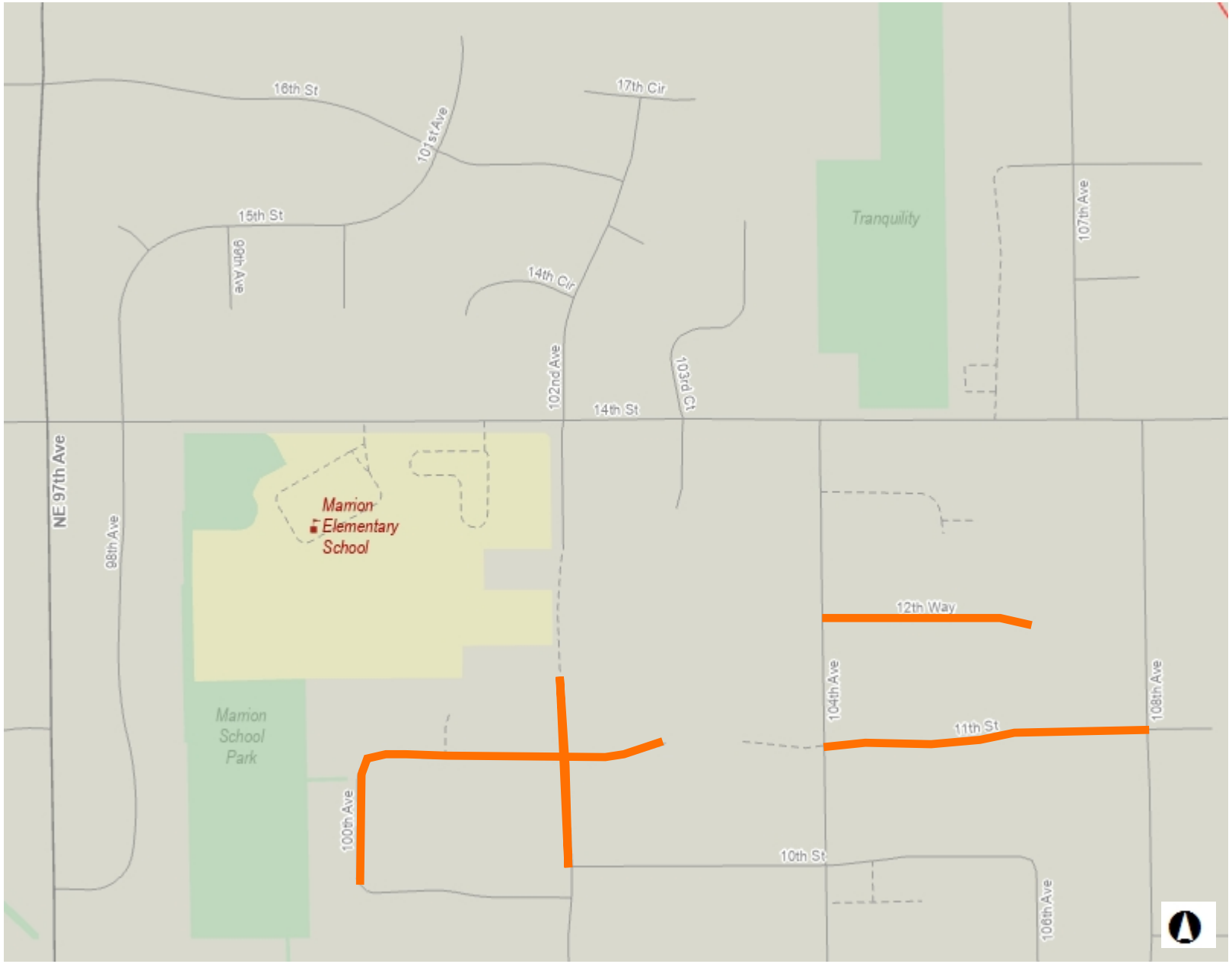
Notes:

= Slurry Seal

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #10 - City of Vancouver 2025 Slurry Seals - Marrion Neighborhood





Notes:

= Slurry Seal

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Staff Report: 054-25

To: Mayor and City Council
From: City Manager
Date: March 17, 2025

Subject
Contract Amendment - Increase the Purchasing Threshold for Multiple Automotive Dealerships Listed on Washington State Contract - C-28423

Key Points
- The fleet would utilize this new purchasing contract to acquire vehicles from multiple dealerships, ensuring competitive pricing and a diverse selection of options.
- Purchases from these dealers would exceed the per-dealer purchasing threshold currently set by Council at $300,000.
- The first term of this contract would end January 5, 2027, and has an option to extend it until January 5th, 2031. Over that time, 345 vehicles are due to be replaced. The $15 million, if approved, would cover expenditures to January 5, 2031.

Strategic Plan Alignment
Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation
On January 5, 2025, a new state vehicle purchasing contract went into effect that now includes multiple dealerships. On the previous contract, agencies could only buy one manufacturer (Ford, Chevy, etc.) from one dealer. The City will utilize this contract to acquire sedans, light and medium-duty trucks, and SUVs for the fleet, benefiting from the contract's pricing and increased dealer diversity. Fleet Services requests that the contract's spending threshold be amended to accommodate the number of vehicles that will be replaced during this contract's life of six years. Purchases will be made each year consistent with the departments' current authorized budget.

Advantage(s)
Choosing from multiple dealerships results in competitive pricing.

Challenge(s)
None

Budget Impact
Purchases will be made according to the department's current authorized budget.

Prior Council Review
None

Action Requested
On Monday, March 17, 2025, authorize the City Manager, or designee, to approve purchases under

Washington State Contract #28423 for the life of the contact. Authorize a new spending threshold for the dealerships listed on the contract to the maximum authorized amount under the agreement to $15,000,000.

Staff Contact

Jake Mahan, Senior Management Analyst, jake.mahan@cityofvancouver.us

Attachments:

1. Northsound Dwayne Lane - Contract
2. Bud Clary Chevy Subaru - Contract
3. Bud Clary Chevy Subaru Amendment 1
4. Bud Clary Chevy Subaru Amendment 2
5. Bud Clary Chevy Subaru Amendment 3
6. Bud Clary Hyundai Ford - Contract
7. Bud Clary Ford Hyundai Amendment 1
8. Bud Clary Ford Hyundai Amendment 2
9. Bud Clary Ford Hyundai Amendment 3
10. Corwin Ford - Contract
11. Corwin Ford Amendment 1
12. Corwin Ford Amendment 2

Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

STATEWIDE CONTRACT

NO. 28423

FOR

MOTOR VEHICLES

CATEGORIES:

1 - POLICE VEHICLES

3 - AUTOMOBILES (HYBRID, ELECTRIC, PLUG IN HYBRID)

4 - VANS

5 - SPORT UTILITY VEHICLES

6 - LIGHT DUTY PICKUPS

7 - MEDIUM DUTY PICKUPS

8 - CHASSIS CAB/CUTAWAY

VEHICLE MANUFACTURER: STELLANTIS

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

NORTHSOUND AUTO GROUP LLC OBA DWAYNE LANE'S CHRYSLER JEEP DODGE RAM

Dated January 5, 2025

This Washington Statewide Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and NORTHSOUND AUTO GROUP LLC OBA DWAYNE LANE'S CHRYSLER JEEP DODGE RAM, a Washington Limited Liability Company ("Contractor") and is dated and effective as of January 5, 2025.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Washington state agencies and other eligible purchasers, as part of their operational needs, have reason to purchase certain specified motor vehicles ("Motor Vehicles" or "Goods"). Accordingly, to provide an enterprise procurement solution for eligible purchasers to procure certain specified Motor Vehicles in a cost-effective and efficient manner from responsible, qualified Contractors who are authorized dealers for the applicable Motor Vehicle manufacturer, using the State of Washington's online Contract Automobile Request System ("CARS") to provide Motor Vehicle inventory and configuration information as well as Motor Vehicle sales quotes to eligible purchasers, Enterprise Services, on behalf of the State of Washington, as part of a competitive governmental procurement, issued Competitive Solicitation No. 28423 dated August 5, 2024, for Motor Vehicles.

C. The Competitive Solicitation was designed to result in Contract awards by specified Contract Categories in which bidders could bid on any or all specified Contract Categories for specified Motor Vehicle manufacturers in which bidders could bid on any or all specified manufacturers for which bidder is an authorized dealer. Eligible purchasers could purchase included specified Motor Vehicles from awarded bidders, through CARS, using the terms and conditions of the Contracts.

D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-stated Contract Category(ies) and above-stated Vehicle Manufacturer).

E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Contract is twenty-four (24) months, commencing January 5th, 2025, and ending January 5, 2027; *Provided*, however, that if the Contractor is not in default and if, by July 1, 2026, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for a contract extension, Enterprise Services may extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months; and *Provided further*, that if Contractor is not in default and if, by July 1, 2028, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services again may extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months. Such extension amendment(s), if any, shall be on the same terms and conditions as set forth in this Contract. To earn a performance-based Contract term extension, the Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. *See Exhibit C – Insurance Requirements* at § 4.
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). *Note*: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. *Note*: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.

2. **ELIGIBLE PURCHASERS.** This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

   2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who also receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those specified Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.

(a) Goods. For purposes of this Contract, "Goods" means all Motor Vehicles, ancillary parts, accessories, components and other items included within *Exhibit A – Included Goods/Services* purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(b) Services. For purposes of this Contract, "Services" means all services of any nature included within *Exhibit A – Included Goods/Services* ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract (see, e.g., *Exhibit A – Included Goods/Services*) and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. PRICE ADJUSTMENT. The Contract prices are the maximum prices the Contractor may charge. Discounts shall remain firm and fixed for the duration of contract. Contractor, however, may request price adjustments on an annual basis by written notice to the Contract Administrator. Price adjustments are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Contract pricing. Such price adjustment requests must include supporting documentation such as price increases at the manufacturer's level. Consideration of price increases will be at the sole discretion of Enterprise Services. If a price adjustment is approved in part or in full, the resulting new Contract pricing will be implemented through a Contract Amendment. Contractor may not make Contract performance or extensions contingent on price adjustments.

3.4. PRICE CEILING. Although Contractor may offer higher discounts to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and Services at no lesser discount than the discounts set forth in *Exhibit B – Prices for Goods/Services*.

3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general

jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against 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.

4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.8. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

4.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

4.11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.12. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.13. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.

4.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.

4.17. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

4.18. AUTHORIZED DEALER. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is an authorized dealer for each Motor Vehicle manufacturer identified in *Exhibit A – Included Goods/Services*.

5. QUALITY; WARRANTY; REMEDIES.

5.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall

expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, and/or local regulatory requirements applicable to the Goods and/or Services.

6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services pursuant to this Contract.

6.3. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of incidents.

6.4. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.

6.5. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

7. SUBCONTRACTORS.

7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

7.2. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Motor Vehicles from this Contract, consistent with the terms hereof and by using Washington's Contract Automobile Request System (CARS), administered by Enterprise Services ("Purchaser Order"). All order documents must reference the Contract number. The features and functions of the secure website created for use by eligible Purchasers under this Contract shall include the following:

- Access by standard web browsers-Contract Automobile Request System (CARS);
- Unique Purchaser/customer identifying log-in capabilities;
- Product information such as unit of measure, item status, price description, and photos;
- Item status inquiry functionality that provides stock availability;
- Order tracking;
- Help functionality;
- Reflect current catalog/price list and Contract pricing;
- Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract; and
- Shall not include any items that are specifically excluded from this Contract.

8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

(a) For purposes of this Contract, 'delivery,' 'deliveries,' and/or 'deliver' means:

(i) Contractor arranged private or common carrier transport of Motor Vehicle(s);

(ii) Contractor transport or driving Motor Vehicles to Purchaser's specified delivery location; *Provided*, however, that Purchaser's delivery location must be specified in advance in the Purchase Order; and *Provided further*, that Contractor must use commercially reasonable efforts to minimize the number of Motor Vehicle odometer miles and, in the event that the Motor Vehicle's odometer registers more than two hundred and fifty (250) odometer miles in excess of the shortest distance between Contractor's dealership and Purchaser's delivery location, Purchaser, at its option, may require Contractor to deduct $0.50 per excess mile from the applicable invoice and payment. Contractor must comply with the manufacturer's break-in requirements; or

(iii) At Purchaser's option, Purchaser receipt of the Motor Vehicle at Contractor's dealership.

(b) Contractor shall ensure that Motor Vehicle deliveries occur as specified in Purchaser's Purchase Order.

(i) Deliveries pursuant to section 8.2(a)(i) and (ii) shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor. Contractor shall provide advance notice of planned delivery to Purchaser no less than one full business day prior to planned delivery.

(ii) Deliveries pursuant to section 8.2(a)(iii) shall occur during Contractor's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.

(c) Contractor shall deliver Motor Vehicles purchased pursuant to this Contract, at Contractor's expense, FOB Purchaser's specified delivery location with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each delivery and clearly identify all contents and any backorders.

(e) Motor Vehicles in stock must be delivered within fourteen (14) calendar days after Contractor' receipt of Purchaser's Order or Contractor's receipt of the Motor Vehicle from the manufacturer; *Provided*, however, orders for Motor Vehicles that require post-manufacturer dealer (Contractor) installed OEM Options, Accessories, or Implements shall be delivered within thirty (30)

calendar days after Contractor's receipt of the Motor Vehicle from the manufacturer.

(f) Contractor shall ensure that all Motor Vehicle deliveries result in Purchaser's receipt of a Motor Vehicle containing no less than one-quarter (1/4) tank of proper fuel as indicated by the fuel gauge at the time of delivery.

(g) Prior to delivery, Contractor shall perform the standard Manufacturer's Pre-Delivery Inspection. Contractor is responsible for delivering a Motor Vehicle that is properly serviced, clean, and in first class operating condition. Prior to delivery, Contractor, at a minimum, shall:

- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
- Check all fluid levels and assure proper fill;
- Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);
- Inflate tires (including any spares) to proper pressures;
- Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- Clean Motor Vehicle, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
- Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.

(h) All Motor Vehicles shall be delivered with each of the following applicable documents completed and included:

- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
- Copy of Purchaser's Purchase Order;
- Copy of the applicable Contract specification(s) and Price Sheet information;
- Copy of the Manufacturer's Invoice(s) for each Motor Vehicle, including individual Representative Model, OEM Options, and Identified Aftermarket Options, in the shipment;
- Manufacturer's Window Sticker(s), if applicable;
- Manufacturer's Certificate of Origin, if applicable;
- Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
- Copy of the Manufacturer's Standard Warranty Certifications;
- Sales Tax Exemption Form, if applicable;

- Temporary Tag and twenty (20) day Extension Tag, if applicable; and Application for Certificate of Title and Vehicle Registration, if applicable.

(i) Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by Contractor to include the above properly completed forms and publications, or that have submitted altered forms to Purchasers shall constitute breach of Contract and such default shall be a basis for Contract termination.

(j) The requirements, terms, and conditions set forth herein also apply to the re-delivery of any Motor Vehicle that previously was rejected upon initial delivery.

(k) Motor Vehicles requiring post-Manufacturer, Dealer installed OEM Options and Identified Aftermarket Options must be delivered within thirty (30) calendar days after Contractor's receipt of such Motor Vehicles from the Manufacturer(s).

8.3. PURCHASER INSPECTION AND ACCEPTANCE. Motor Vehicles purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval. Purchaser reserves the right to reject and refuse acceptance of Motor Vehicles that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Motor Vehicles at the time of delivery, Purchaser promptly shall notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any damaged Motor Vehicles or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Motor Vehicles from final payment. Payment for any Motor Vehicles under such Purchase Order shall not be deemed acceptance.

(a) Purchaser, within three (3) business days of delivery, shall thoroughly inspect the Motor Vehicle for acceptability.

(i) Purchaser shall compare the Motor Vehicle; Contract prices, discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure that the Motor Vehicle meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Purchase Order.

(ii) Purchaser shall inspect the Motor Vehicle for any physical damage. Contractor is obligated to correct any errors or damage pertaining to the Motor Vehicle. Purchaser's failure to discover an error or damage pertaining to the Motor Vehicle shall not relieve Contractor from its obligation to correct the error or damage.

(b) Contractor shall be responsible for filing, processing, and collecting all damage claims. Purchaser shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and Contractor;

- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged Motor Vehicle; and
- Provide Contractor with a copy of the carrier's bill of lading and damage inspection report.

(c) Delivery does not constitute acceptance for purposes of payment. Final acceptance and authorization of payment shall be given by Purchaser only after Purchaser's inspection indicates that the Motor Vehicle is undamaged and meets the Contract requirements, specifications, terms, and conditions. In the event that the Motor Vehicle is damaged or differs in any respect from the Contract requirements, specifications, terms, and conditions, Purchaser may withhold payment until such time as Contractor corrects the error and/or damage.

(d) In the event that the Motor Vehicle requires service or adjustments to correct the error and/or damage, Contractor either shall (i) remedy the defect; or (ii) be responsible for reimbursing the Manufacturer's local service dealer or qualified entity selected by Purchaser to remedy the defect. Contractor shall initiate such required service or adjustments within two (2) business days following notification by Purchaser. The Motor Vehicle shall not be accepted until all service and/or adjustments are satisfactory and the Motor Vehicle is re-delivered in acceptable condition. The costs of any transportation and delivery or any re-deliveries due to error or damage shall be Contractor's responsibility.

(e) Purchaser shall notify Enterprise Services in writing of any Contract deviation that it cannot resolve with Contractor. Enterprise Services and Purchaser shall develop a corrective action plan related to the Contract deviation, which may include Purchaser's permanent refusal to accept the Motor Vehicle, in which case the Motor Vehicle shall remain the property of Contractor, and Purchaser and the State shall not be liable for payment for any portion thereof.

8.4. MOTOR VEHICLE COMPLIANCE AND COMPATIBILITY.

(a) Contractor shall ensure that the Motor Vehicles delivered are compliant with this Contract and Purchaser's Purchase Order. Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Purchaser are fully compatible with each other.

(b) In the event any ordered Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by Purchaser to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, Contractor shall, at Purchaser's discretion, be required to do one of the following:

- Install or repair the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components.

- Replace the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options and their respective features, equipment, and components.
- Refund the purchase price of the applicable Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options to the Eligible User

(c) Any changes necessary after the delivery of the Vehicle / Commodities that are required to bring a Vehicle / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

(d) Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing using CARS. Such invoices shall itemize the following:

- Contract No. 28423;
- Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- Contractor's Federal Tax Identification Number;
- Date(s) of delivery;
- Applicable Goods and/or Services;
- Invoice amount; and
- Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

9.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment shall not be considered late if a check or warrant is mailed within the time specified.

9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay

Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.

9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Contract 28423 Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel:(360) 407-2212
Email:
DESContractsTeamMaple@des.wa.gov

Contractor
Attn: Mike O'Donnell
Northsound Autogroup dba DwayneLane's CJDR
10515 Evergreen Way
Everett, WA 98204
Tel: (425-551-4905
Email: MOdonnell@dwaynelane.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the

respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor
Attn: Mike O'Donnell
Northsound Auto Group dba Dwayne Lane's CJDR
10515 Evergreen Way
Everett, WA 98204
Email: MOdonnell@dwaynelane.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0125.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;
- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser; and
- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

12. RECORDS RETENTION & AUDITS.

12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by

a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.

13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party

under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.

14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.

16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report quarterly contract sales;

(c) Contractor fails to timely pay the vendor management fees when due;

(d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or

(e) Contractor breaches any representation or warranty provided herein.

16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the

contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

(a) Upon the mutual written agreement of the parties to the Purchase Order;

(b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or

(c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

18.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

18.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

18.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense,

timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

19. GENERAL PROVISIONS.

19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

19.3. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise

Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

19.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

19.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

19.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

19.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

19.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

19.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

19.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any

Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

19.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.

19.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

19.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

19.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

19.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

19.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

19.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

19.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

19.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

19.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

19.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

19.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
Elena McGrew
Its: Enterprise Procurement Manager

NORTHSOUND AUTO GROUP LLC OBA DWAYNE LANE'S CHRYSLER JEEP DODGE RAM, A Washington Limited Liability Company

By:
Type Name Mike O'Donnell
Its: Title Fleet Manager

INCLUDED GOODS/SERVICES

Category 1: Police Vehicles (Patrol Car, SUV, Motorcycle, other vehicles)

Model Name	Model Number	Description
Durango Pursuit AWD	WDEE75	Pursuit SUV
Category 3: Automobiles (Hybrid, Electric, Plug-In Hybrid)		
Model Name	**Model Number**	**Description**
Wrangler 4XE 4WD	JLXL74	Sport 4DR 4XE SUV
Grand Cherokee 4XE 4WD	WLXP74	2 Row 4XE SUV
Hornet RT EAWD	GG7P49	RT EAWD PHEV SUV
Pacifica PHEV Select FWD	RUET53	PHEV Select Passenger Van
Promaster 3500 EV	VFLL59	159WB SHR EXT Cargo Van EV
Category 4: Vans (Passenger, Cargo, Cutaway/Chassis)		
Model Name	**Model Number**	**Description**
Promaster 1500	VF1L11	118WB LR Cargo Van
Promaster 1500	VF1L12	136WB LR Cargo Van
Promaster 1500	VF1L13	136WB HR Cargo Van
Promaster 2500	VF2L12	136WB LR Cargo Van
Promaster 2500	VF2L13	136WB HR Cargo Van
Promaster 2500	VF2L16	159WB HR Cargo Van
Promaster 3500	VF3L12	136WB LR Cargo Van
Promaster 3500	VF3L13	136WB HR Cargo Van
Promaster 3500	VF3L16	159WB HR Cargo Van
Promaster 3500	VF3L17	159WB HR EXT Cargo Van
Promaster 3500	VF3L19	159WB SHR EXT Cargo Van
Promaster 3500 EV	VFLL59	159WB SHR EXT Cargo Van EV
Voyager LX FWD	RUCL53	LX Passenger Van
Pacifica Select FWD	RUCH53	Select Passenger Van
Pacifica Select AWD	RUFH53	Select AWD Passenger Van
Pacifica PHEV Select FWD	RUET53	PHEV Select Passenger Van
Category 5: Sport Utility Vehicles (Small, Mid-Size, Large)		
Model Name	**Model Number**	**Description**
Compass 4WD	MPJL74	Sport SUV
Wrangler 4WD	JLJL72	Sport 2DR SUV
Wrangler 4WD	JLJL74	Sport 4DR SUV

Wrangler RHD 4WD	JLUL74	Sport 4DR RHD SUV
Wrangler 4XE 4WD	JLXL74	Sport 4DR 4XE SUV
Grand Cherokee 2WD	WLTH74	Laredo 2 Row SUV
Grand Cherokee 4WD	WLJH74	Laredo 2 Row SUV
Grand Cherokee L 2WD	WLTH75	Laredo 3 Row SUV
Grand Cherokee L 4WD	WLJH75	Laredo 3 Row SUV
Grand Cherokee 4XE 4WD	WLXP74	2 Row 4XE SUV
Wagoneer 2WD	WSTM75	SWB SUV
Wagoneer 4WD	WSJM75	SWB SUV
Wagoneer L 2WD	WSTM76	LWB SUV
Wagoneer L 4WD	WSJM76	LWB SUV
Durango RWD	WDDH75	GT RWD SUV
Durango AWD	WDEH75	GT AWD SUV
Hornet GT AWD	GGEH49	GT AWD SUV
Hornet RT EAWD	GG7P49	RT EAWD PHEV SUV
Category 6: Light Duty Pickup Trucks (Class 1/2/3)		
Model Name	**Model Number**	**Description**
1500 2WD	DT1L41	Quad Cab Pickup
1500 2WD	DT1L98	Crew Cab Pickup
1500 4WD	DT6L41	Quad Cab Pickup
1500 4WD	DT6L98	Crew Cab Pickup
2500 2WD	DJ2L62	Reg Cab Pickup
2500 4WD	DJ7L62	Reg Cab Pickup
2500 2WD	DJ2L91	Crew Cab Pickup
2500 4WD	DJ7L91	Crew Cab Pickup
3500 2WD	D23L62	Reg Cab Pickup
3500 4WD	D28L62	Reg Cab Pickup
3500 2WD	D23L91	Crew Cab Pickup
3500 4WD	D28L91	Crew Cab Pickup
Gladiator 4WD	JTJL98	Sport SUV
Category 7: Medium Duty Pickup Trucks (Class 4/5/6)		
Model Name	**Model Number**	**Description**
4500 2WD	DP4L63	Reg Cab Chassis
4500 4WD	DP9L63	Reg Cab Chassis
4500 2WD	DP4L93	Crew Cab Chassis
4500 4WD	DP9L93	Crew Cab Chassis
5500 2WD	DP5L63	Reg Cab Chassis
5500 4WD	DP0L63	Reg Cab Chassis
5500 2WD	DP5L93	Crew Cab Chassis
5500 4WD	DP0L93	Crew Cab Chassis

Category 8: Chassis Cab and Cutaway Trucks (Class 3/4/5/6)		
Model Name	**Model Number**	**Description**
3500 2WD	DD3L63	Reg Cab Chassis
3500 4WD	DD8L63	Reg Cab Chassis
3500 2WD	DD3L93	Crew Cab Chassis
3500 4WD	DD8L93	Crew Cab Chassis
4500 2WD	DP4L63	Reg Cab Chassis
4500 4WD	DP9L63	Reg Cab Chassis
4500 2WD	DP4L93	Crew Cab Chassis
4500 4WD	DP9L93	Crew Cab Chassis
5500 2WD	DP5L63	Reg Cab Chassis
5500 4WD	DP0L63	Reg Cab Chassis
5500 2WD	DP5L93	Crew Cab Chassis
5500 4WD	DP0L93	Crew Cab Chassis

A. All Motor Vehicles, including all Base Vehicles; OEM Options, equipment, and components, shall comply with the following:

1. All Motor Vehicles shall be designed, constructed, equipped, assembled, and installed (OEM do not include installation) to be fully suitable for their intended use, purpose, and service. No alterations may be made to a motor vehicle which prohibits the required equipment on the vehicle from performing as intended.
2. All Vehicles shall be new and unused for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction.
3. All Vehicles shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered.
4. All Vehicles shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications.
5. All Vehicles shall be free of damage and / or rust which may affect appearance or serviceability.
6. All Vehicles shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry.
7. All Vehicles shall comply with current mandatory and applicable federal and State of Washington motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements.
8. New technology motor vehicles shall be added as required by the State and pricing will be at the sole discretion of the Contract Administrator and through written mutual agreement.

B. No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted on the respective vehicles if such advertising or identification is a Manufacturer's standard on the specific vehicle. Enterprise Services in its sole discretion shall determine what is Contractor's or Dealer's advertising or identification, what is Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

C. **Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination**.

Installation

A. Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the installation shall be new and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location.

B. If installing at a Purchaser's site, Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Purchasers and their employees and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Body Transfer and 3rd Party Body Installations

A. In the event the Purchaser chooses to purchase a cab and chassis or cutaway van separately, the contractor must: facilitate obtaining the required Manufacturer Certified Certificate; perform Manufacturer required pre-delivery inspection; and ensure all proper tag and title documents are present pursuant to Washington license requirements. The final Manufacturer of the vehicle must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the base vehicle price however; an additional cost may occur for installation by the Contractor or Body Upfitter. The installation cost may vary due to the vehicle body configuration however, the price should be included on the purchase order form from the Contractor.

Options (OEM or Aftermarket), Features, and Components

A. All Representative Models, OEM options, Aftermarket Options must be manufactured by a recognized manufacturer. Where a Model is specified for an OEM option, Feature, or Component, only the specified Model may be offered and provided. All Options, Features, and Components, either Manufacturer, Port, or Dealer installed, must be new and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Department approval. All OEM Options, Aftermarket Options, Features, and Components of the Model, as specified by

Enterprise Services and ordered by the Purchaser, shall be fully assembled and installed by the Motor Vehicle Manufacturer, except as follows:

B. If the Option, Feature, or Component is specified as a Port installed Option or Dealer installed Option by the Motor Vehicle Manufacturer; or

C. If the Option, Feature, or Component is not available from the Motor Vehicle Manufacturer, the Option, Feature, or Component may be assembled by its respective Manufacturer and installed by the Contractor.

Luxury or Sport Vehicles or Features

A. Unless otherwise indicated within the individual Representative Model, OEM Option, or Identified Aftermarket Option Specification, no luxury or sports vehicles will be considered or permitted. Enterprise Services, in its sole determination, shall determine what constitutes a luxury or sport Vehicle. To date, Enterprise Services has determined: luxury or sports vehicle brands shall include, but are not limited to, the following brands, types and components:

B. Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW(**except I3**), Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz (**except Sprinter Vans**), Pagani, Porsche, Rolls-Royce, Spyker, Tesla (**except Model 3**) and Volvo.

C. Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

D. Leather upholstery (seats or interior), sunroofs and moon roofs.

E. New technology vehicles (electric and plug-in) eligible for federal and/or state tax credit shall be reviewed by the contract administrator and may be added in accordance with all State and Federal laws.

Federal and State Standards

A. It is the intent of Enterprise Services that all specifications herein are in full and complete compliance with all federal and State of Washington laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Washington laws, requirements, and regulations that apply to the type and class of Vehicles and contractual services being provided. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor and Dealer shall contact the Contract Administrator immediately.

Acceptable Publications

A. Enterprise Services may request and the Contractor shall provide, within three (3) business days of any request, acceptable and supporting information or documentation relative to its product. Acceptable and supporting information or documentation includes, but is not limited to:

(1) Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or Department approved equivalent)

(2) MSRP list. The MSRP and MSRP list may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the solicitation and resulting contract.

(3) Manufacturer's Standard Warranties

(4) The Manufacturer's official fleet or retail websites.

B. During the Term of the Contract, the Contractor shall supply printed Sales Literature and Technical Information to Purchasers upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Eligible User to its specific website location.

Manufacturer's Last Order Date, Production Notification, and Vehicle Change

A. The Manufacturer's Last Order Date is the final date on which the Manufacturer stops producing the model year of a Vehicle which meets the requirements, specifications, terms, and conditions of the Contract.

B. The Contractor shall notify Enterprise Services of a contracted Vehicle Manufacturer's Last Order Date in writing (email accepted) and received by the Contract Administrator no later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer gives less than thirty (30) calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify by email or telephone, the Contract Administrator no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Contract Administrator upon request. Upon notification of Manufacturer's Last Order Date, Enterprise Services may unilaterally update the applicable Manufacturers' Last Order Date, fields within the Price Sheets, as it deems is in the best interest of the State and will best assist Purchasers.

C. Contractor shall immediately notify the ordering Purchaser representative(s) of the Manufacturer's Last Order Date by contacting the contract administrator and placing comments in CARS. Upon receipt of the required notification and comments in CARS of the Manufacturer's Last Order Date, the Purchaser may cancel the Purchase Order without penalty, or maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. All Purchase Orders received and maintained after proper Purchaser notification of a Manufacturer's Last Order Date shall be subject to awarded vehicle availability.

D. After the Manufacturer's Last Order Date, the Contractor may provide, the new model year of the awarded Vehicle, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions.

E. If the Contractor wishes to replace any awarded vehicle on the Contract with another vehicle due to a result of a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the Price / Model Update Form (Exhibit C), to reflect the intended replacement vehicle to Enterprise Services for consideration. The intended replacement vehicle must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the intended replacement vehicle offered must be at the same or lower than current discounted price. While vehicle

updates or replacements may be offered at any time during the contract duration; all price updates shall be submitted in accordance to Exhibit C of (Price Worksheet). The Contractor shall provide any documents necessary for Enterpriser Services to fully evaluate the Contractor's request. Enterprise Services, at its sole discretion, will accept or reject the intended replacement vehicle offered. If Enterprise Services rejects the intended replacement vehicle offered, or if there is no intended replacement vehicle offered for an awarded, Enterprise Services may, at its sole discretion, (1) delete the award; or (2) delete the award and award the vehicle to the next lowest responsive and responsible Contractor.

F. After award, new, improved, or updated products may become available. Contractors will be allowed to request to substitute items, within their awarded categories. Substituted items must meet or exceed contract specifications, terms and conditions, including MSRP discount. Approval of substitutions and pricing will be at the sole discretion of the Contract Administrator and will be made effective through written amendment with mutual agreement.

Exhibit B

PRICES FOR GOODS/SERVICES

Category 1: Police Vehicles (Patrol Car, SUV, Motorcycle, other vehicles)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
Durango Pursuit AWD	WDEE75	Pursuit SUV	45535	43940	5.15%
Category 3: Automobiles (Hybrid, Electric, Plug-In Hybrid)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
Wrangler 4XE 4WD	JLXL74	Sport 4DR 4XE SUV	52590	50695	1.11
Grand Cherokee 4XE 4WD	WLXP74	2 Row 4XE SUV	62285	60490	4.14
Hornet RT EAWD	GG7P49	RT EAWD PHEV SUV	43240	41645	1.11
Pacifica PHEV Select FWD	RUET53	PHEV Select Passenger Van	52750	51055	1.62
Promaster 3500 EV	VFLL59	159WB SHR EXT Cargo Van EV	79990	77995	9.55
Category 4: Vans (Passenger, Cargo, Cutaway/Chassis)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
Promaster 1500	VF1L11	118WB LR Cargo Van	46955	44960	10.55
Promaster 1500	VF1L12	136WB LR Cargo Van	49650	47655	10.55
Promaster 1500	VF1L13	136WB HR Cargo Van	50500	48505	10.55
Promaster 2500	VF2L12	136WB LR Cargo Van	51240	49245	10.55
Promaster 2500	VF2L13	136WB HR Cargo Van	52190	50195	10.55
Promaster 2500	VF2L16	159WB HR Cargo Van	52885	50860	10.55
Promaster 3500	VF3L12	136WB LR Cargo Van	52280	50285	10.55
Promaster 3500	VF3L13	136WB HR Cargo Van	53230	51235	10.55
Promaster 3500	VF3L16	159WB HR Cargo Van	53880	51885	10.55
Promaster 3500	VF3L17	159WB HR EXT Cargo Van	56740	54745	10.55

Promaster 3500	VF3L19	159WB SHR EXT Cargo Van	57585	55590	10.55
Promaster 3500 EV	VFLL59	159WB SHR EXT Cargo Van EV	79990	77995	9.55
Voyager LX FWD	RUCL53	LX Passenger Van	41690	39995	2.22
Pacifica Select FWD	RUCH53	Select Passenger Van	44145	42450	4.22
Pacifica Select AWD	RUFH53	Select AWD Passenger Van	47140	45445	4.22
Pacifica PHEV Select FWD	RUET53	PHEV Select Passenger Van	52750	51055	1.62
Category 5: Sport Utility Vehicles (Small, Mid-Size, Large)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
Compass 4WD	MPJL74	Sport SUV	27495	25900	1.22
Wrangler 4WD	JLJL72	Sport 2DR SUV	36490	34595	2.65
Wrangler 4WD	JLJL74	Sport 4DR SUV	41090	39195	2.65
Wrangler RHD 4WD	JLUL74	Sport 4DR RHD SUV	50340	48445	3.13
Wrangler 4XE 4WD	JLXL74	Sport 4DR 4XE SUV	52590	50695	1.11
Grand Cherokee 2WD	WLTH74	Laredo 2 Row SUV	38830	37035	4.14
Grand Cherokee 4WD	WLJH74	Laredo 2 Row SUV	40830	39035	4.14
Grand Cherokee L 2WD	WLTH75	Laredo 3 Row SUV	40830	39035	4.14
Grand Cherokee L 4WD	WLJH75	Laredo 3 Row SUV	42830	41035	4.14
Grand Cherokee 4XE 4WD	WLXP74	2 Row 4XE SUV	62285	60490	4.14
Wagoneer 2WD	WSTM75	SWB SUV	59945	57945	10.55
Wagoneer 4WD	WSJM75	SWB SUV	62945	60945	10.55
Wagoneer L 2WD	WSTM76	LWB SUV	62945	60945	10.55
Wagoneer L 4WD	WSJM76	LWB SUV	65945	63945	10.55
Durango RWD	WDDH75	GT RWD SUV	43590	41995	8.01
Durango AWD	WDEH75	GT AWD SUV	45590	43995	8.01
Hornet GT AWD	GGEH49	GT AWD SUV	33180	31585	3.13
Hornet RT EAWD	GG7P49	RT EAWD PHEV SUV	43240	41645	1.11
Category 6: Light Duty Pickup Trucks (Class 1/2/3)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**

1500 2WD	DT1L41	Quad Cab Pickup	42270	40275	10.11
1500 2WD	DT1L98	Crew Cab Pickup	45020	43025	12.82
1500 4WD	DT6L41	Quad Cab Pickup	46120	44125	13.75
1500 4WD	DT6L98	Crew Cab Pickup	48870	46875	13.13
2500 2WD	DJ2L62	Reg Cab Pickup	47560	45565	16.11
2500 4WD	DJ7L62	Reg Cab Pickup	50490	48495	15.15
2500 2WD	DJ2L91	Crew Cab Pickup	51180	49185	16.11
2500 4WD	DJ7L91	Crew Cab Pickup	54110	52115	15.15
3500 2WD	D23L62	Reg Cab Pickup	48565	46570	16.11
3500 4WD	D28L62	Reg Cab Pickup	51495	49500	15.55
3500 2WD	D23L91	Crew Cab Pickup	52185	50190	15.15
3500 4WD	D28L91	Crew Cab Pickup	55115	53120	15.55
Gladiator 4WD	JTJL98	Sport SUV	39995	38100	1.11
Category 7: Medium Duty Pickup Trucks (Class 4/5/6)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
4500 2WD	DP4L63	Reg Cab Chassis	55860	53865	8.08
4500 4WD	DP9L63	Reg Cab Chassis	59395	57400	8.08
4500 2WD	DP4L93	Crew Cab Chassis	59505	57510	8.08
4500 4WD	DP9L93	Crew Cab Chassis	63040	61045	8.08
5500 2WD	DP5L63	Reg Cab Chassis	56970	54975	8.08
5500 4WD	DP0L63	Reg Cab Chassis	60505	58510	8.08
5500 2WD	DP5L93	Crew Cab Chassis	60615	58620	8.08
5500 4WD	DP0L93	Crew Cab Chassis	64150	62155	8.08
Category 8: Chassis Cab and Cutaway Trucks (Class 3/4/5/6)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
3500 2WD	DD3L63	Reg Cab Chassis	50295	48300	5.25
3500 4WD	DD8L63	Reg Cab Chassis	53830	51835	5.25
3500 2WD	DD3L93	Crew Cab Chassis	53480	51485	5.25
3500 4WD	DD8L93	Crew Cab Chassis	57015	55020	5.25

4500 2WD	DP4L63	Reg Cab Chassis	55860	53865	8.08
4500 4WD	DP9L63	Reg Cab Chassis	59395	57400	8.08
4500 2WD	DP4L93	Crew Cab Chassis	59505	57510	8.08
4500 4WD	DP9L93	Crew Cab Chassis	63040	61045	8.08
5500 2WD	DP5L63	Reg Cab Chassis	56970	54975	8.08
5500 4WD	DP0L63	Reg Cab Chassis	60505	58510	8.08
5500 2WD	DP5L93	Crew Cab Chassis	60615	58620	8.08
5500 4WD	DP0L93	Crew Cab Chassis	64150	62155	8.08

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. Workers' Compensation Insurance. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. Employers' Liability (Stop Gap) Insurance. Employers' liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

    d. Commercial Automobile Liability Insurance. Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than $1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

    The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract**. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

   Email: procurementconsulting@des.wa.gov
   Note: The Email Subject line must state:
   Contract Insurance Certificate – Statewide Contract No. 28423 – Motor Vehicles

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

STATEWIDE CONTRACT

NO. 28423

FOR

MOTOR VEHICLES

CATEGORIES:

1- POLICE VEHICLES, 3- AUTOMOBILES (HYBRID)

4- VANS, 5-SPORT UTILITY VEHICLE

6-LIGHT DUTY PICKUPS, 8- CHASSIS CAB/CUTAWAY

VEHICLE MANUFACTURER: CHEVROLET

CATEGORIES:

2 -AUTOMOBILES

5-SPORT UTILITY VEHICLE

VEHICLE MANUFACTURER: SUBARU

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

BUD CLARY CHEVROLET, INC

Dated January 5, 2025

This Washington Statewide Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and BUD CLARY CHEVROLET INC, A WASHINGTON CORPORATION ("Contractor") and is dated and effective as of January 5, 2025.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Washington state agencies and other eligible purchasers, as part of their operational needs, have reason to purchase certain specified motor vehicles ("Motor Vehicles" or "Goods"). Accordingly, to provide an enterprise procurement solution for eligible purchasers to procure certain specified Motor Vehicles in a cost-effective and efficient manner from responsible, qualified Contractors who are authorized dealers for the applicable Motor Vehicle manufacturer, using the State of Washington's online Contract Automobile Request System ("CARS") to provide Motor Vehicle inventory and configuration information as well as Motor Vehicle sales quotes to eligible purchasers, Enterprise Services, on behalf of the State of Washington, as part of a competitive governmental procurement, issued Competitive Solicitation No. 28423 dated August 5, 2024, for Motor Vehicles.

C. The Competitive Solicitation was designed to result in Contract awards by specified Contract Categories in which bidders could bid on any or all specified Contract Categories for specified Motor Vehicle manufacturers in which bidders could bid on any or all specified manufacturers for which bidder is an authorized dealer. Eligible purchasers could purchase included specified Motor Vehicles from awarded bidders, through CARS, using the terms and conditions of the Contracts.

D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-stated Contract Category(ies) and above-stated Vehicle Manufacturer).

E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM**. The term of this Contract is twenty-four (24) months, commencing January 5th, 2025, and ending January 5, 2027; *Provided*, however, that if the Contractor is not in default and if, by July 1, 2026, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for a contract extension, Enterprise Services may extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months; and *Provided further*, that if Contractor is not in default and if, by July 1, 2028, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services again may extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months. Such extension amendment(s), if any, shall be on the same terms and conditions as set forth in this Contract. To earn a performance-based Contract term extension, the Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. *See Exhibit C – Insurance Requirements* at § 4.
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). *Note*: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. *Note*: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.

2. **ELIGIBLE PURCHASERS**. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

   2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who also receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those specified Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.

(a) Goods. For purposes of this Contract, "Goods" means all Motor Vehicles, ancillary parts, accessories, components and other items included within *Exhibit A – Included Goods/Services* purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(b) Services. For purposes of this Contract, "Services" means all services of any nature included within *Exhibit A – Included Goods/Services* ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract (see, e.g., *Exhibit A – Included Goods/Services*) and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. PRICE ADJUSTMENT. The Contract prices are the maximum prices the Contractor may charge. Discounts shall remain firm and fixed for the duration of contract. Contractor, however, may request price adjustments on an annual basis by written notice to the Contract Administrator. Price adjustments are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Contract pricing. Such price adjustment requests must include supporting documentation such as price increases at the manufacturer's level. Consideration of price increases will be at the sole discretion of Enterprise Services. If a price adjustment is approved in part or in full, the resulting new Contract pricing will be implemented through a Contract Amendment. Contractor may not make Contract performance or extensions contingent on price adjustments.

3.4. PRICE CEILING. Although Contractor may offer higher discounts to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and Services at no lesser discount than the discounts set forth in *Exhibit B – Prices for Goods/Services*.

3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general

jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against 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.

4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.8. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

4.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

4.11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.12. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.13. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.

4.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.

4.17. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

4.18. AUTHORIZED DEALER. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is an authorized dealer for each Motor Vehicle manufacturer identified in *Exhibit A – Included Goods/Services*.

5. QUALITY; WARRANTY; REMEDIES.

5.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall

expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, and/or local regulatory requirements applicable to the Goods and/or Services.

6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services pursuant to this Contract.

6.3. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of incidents.

6.4. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.

6.5. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

7. SUBCONTRACTORS.

7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

7.2. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Motor Vehicles from this Contract, consistent with the terms hereof and by using Washington's Contract Automobile Request System (CARS), administered by Enterprise Services ("Purchaser Order"). All order documents must reference the Contract number. The features and functions of the secure website created for use by eligible Purchasers under this Contract shall include the following:

- Access by standard web browsers-Contract Automobile Request System (CARS);
- Unique Purchaser/customer identifying log-in capabilities;
- Product information such as unit of measure, item status, price description, and photos;
- Item status inquiry functionality that provides stock availability;
- Order tracking;
- Help functionality;
- Reflect current catalog/price list and Contract pricing;
- Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract; and
- Shall not include any items that are specifically excluded from this Contract.

8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

(a) For purposes of this Contract, 'delivery,' 'deliveries,' and/or 'deliver' means:

(i) Contractor arranged private or common carrier transport of Motor Vehicle(s);

(ii) Contractor transport or driving Motor Vehicles to Purchaser's specified delivery location; *Provided*, however, that Purchaser's delivery location must be specified in advance in the Purchase Order; and *Provided further*, that Contractor must use commercially reasonable efforts to minimize the number of Motor Vehicle odometer miles and, in the event that the Motor Vehicle's odometer registers more than two hundred and fifty (250) odometer miles in excess of the shortest distance between Contractor's dealership and Purchaser's delivery location, Purchaser, at its option, may require Contractor to deduct $0.50 per excess mile from the applicable invoice and payment. Contractor must comply with the manufacturer's break-in requirements; or

(iii) At Purchaser's option, Purchaser receipt of the Motor Vehicle at Contractor's dealership.

(b) Contractor shall ensure that Motor Vehicle deliveries occur as specified in Purchaser's Purchase Order.

(i) Deliveries pursuant to section 8.2(a)(i) and (ii) shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor. Contractor shall provide advance notice of planned delivery to Purchaser no less than one full business day prior to planned delivery.

(ii) Deliveries pursuant to section 8.2(a)(iii) shall occur during Contractor's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.

(c) Contractor shall deliver Motor Vehicles purchased pursuant to this Contract, at Contractor's expense, FOB Purchaser's specified delivery location with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each delivery and clearly identify all contents and any backorders.

(e) Motor Vehicles in stock must be delivered within fourteen (14) calendar days after Contractor' receipt of Purchaser's Order or Contractor's receipt of the Motor Vehicle from the manufacturer; *Provided*, however, orders for Motor Vehicles that require post-manufacturer dealer (Contractor) installed OEM Options, Accessories, or Implements shall be delivered within thirty (30)

calendar days after Contractor's receipt of the Motor Vehicle from the manufacturer.

(f) Contractor shall ensure that all Motor Vehicle deliveries result in Purchaser's receipt of a Motor Vehicle containing no less than one-quarter (1/4) tank of proper fuel as indicated by the fuel gauge at the time of delivery.

(g) Prior to delivery, Contractor shall perform the standard Manufacturer's Pre-Delivery Inspection. Contractor is responsible for delivering a Motor Vehicle that is properly serviced, clean, and in first class operating condition. Prior to delivery, Contractor, at a minimum, shall:

- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
- Check all fluid levels and assure proper fill;
- Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);
- Inflate tires (including any spares) to proper pressures;
- Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- Clean Motor Vehicle, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
- Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.

(h) All Motor Vehicles shall be delivered with each of the following applicable documents completed and included:

- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
- Copy of Purchaser's Purchase Order;
- Copy of the applicable Contract specification(s) and Price Sheet information;
- Copy of the Manufacturer's Invoice(s) for each Motor Vehicle, including individual Representative Model, OEM Options, and Identified Aftermarket Options, in the shipment;
- Manufacturer's Window Sticker(s), if applicable;
- Manufacturer's Certificate of Origin, if applicable;
- Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
- Copy of the Manufacturer's Standard Warranty Certifications;
- Sales Tax Exemption Form, if applicable;

- Temporary Tag and twenty (20) day Extension Tag, if applicable; and Application for Certificate of Title and Vehicle Registration, if applicable.

(i) Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by Contractor to include the above properly completed forms and publications, or that have submitted altered forms to Purchasers shall constitute breach of Contract and such default shall be a basis for Contract termination.

(j) The requirements, terms, and conditions set forth herein also apply to the re-delivery of any Motor Vehicle that previously was rejected upon initial delivery.

(k) Motor Vehicles requiring post-Manufacturer, Dealer installed OEM Options and Identified Aftermarket Options must be delivered within thirty (30) calendar days after Contractor's receipt of such Motor Vehicles from the Manufacturer(s).

8.3. PURCHASER INSPECTION AND ACCEPTANCE. Motor Vehicles purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval. Purchaser reserves the right to reject and refuse acceptance of Motor Vehicles that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Motor Vehicles at the time of delivery, Purchaser promptly shall notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any damaged Motor Vehicles or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Motor Vehicles from final payment. Payment for any Motor Vehicles under such Purchase Order shall not be deemed acceptance.

(a) Purchaser, within three (3) business days of delivery, shall thoroughly inspect the Motor Vehicle for acceptability.

(i) Purchaser shall compare the Motor Vehicle; Contract prices, discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure that the Motor Vehicle meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Purchase Order.

(ii) Purchaser shall inspect the Motor Vehicle for any physical damage. Contractor is obligated to correct any errors or damage pertaining to the Motor Vehicle. Purchaser's failure to discover an error or damage pertaining to the Motor Vehicle shall not relieve Contractor from its obligation to correct the error or damage.

(b) Contractor shall be responsible for filing, processing, and collecting all damage claims. Purchaser shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and Contractor;

- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged Motor Vehicle; and
- Provide Contractor with a copy of the carrier's bill of lading and damage inspection report.

(c) Delivery does not constitute acceptance for purposes of payment. Final acceptance and authorization of payment shall be given by Purchaser only after Purchaser's inspection indicates that the Motor Vehicle is undamaged and meets the Contract requirements, specifications, terms, and conditions. In the event that the Motor Vehicle is damaged or differs in any respect from the Contract requirements, specifications, terms, and conditions, Purchaser may withhold payment until such time as Contractor corrects the error and/or damage.

(d) In the event that the Motor Vehicle requires service or adjustments to correct the error and/or damage, Contractor either shall (i) remedy the defect; or (ii) be responsible for reimbursing the Manufacturer's local service dealer or qualified entity selected by Purchaser to remedy the defect. Contractor shall initiate such required service or adjustments within two (2) business days following notification by Purchaser. The Motor Vehicle shall not be accepted until all service and/or adjustments are satisfactory and the Motor Vehicle is re-delivered in acceptable condition. The costs of any transportation and delivery or any re-deliveries due to error or damage shall be Contractor's responsibility.

(e) Purchaser shall notify Enterprise Services in writing of any Contract deviation that it cannot resolve with Contractor. Enterprise Services and Purchaser shall develop a corrective action plan related to the Contract deviation, which may include Purchaser's permanent refusal to accept the Motor Vehicle, in which case the Motor Vehicle shall remain the property of Contractor, and Purchaser and the State shall not be liable for payment for any portion thereof.

8.4. MOTOR VEHICLE COMPLIANCE AND COMPATIBILITY.

(a) Contractor shall ensure that the Motor Vehicles delivered are compliant with this Contract and Purchaser's Purchase Order. Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Purchaser are fully compatible with each other.

(b) In the event any ordered Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by Purchaser to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, Contractor shall, at Purchaser's discretion, be required to do one of the following:

- Install or repair the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components.

- Replace the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options and their respective features, equipment, and components.
- Refund the purchase price of the applicable Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options to the Eligible User

(c) Any changes necessary after the delivery of the Vehicle / Commodities that are required to bring a Vehicle / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

(d) Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing using CARS. Such invoices shall itemize the following:

- Contract No. 28423;
- Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- Contractor's Federal Tax Identification Number;
- Date(s) of delivery;
- Applicable Goods and/or Services;
- Invoice amount; and
- Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

9.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment shall not be considered late if a check or warrant is mailed within the time specified.

9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay

Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.

9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Contract 28423 Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel:(360) 407-2212
Email:
DESContractsTeamMaple@des.wa.gov

Contractor
Attn: Becky Davis
Bud Clary Chevrolet | Subaru
1030 Commerce Ave
Longview, Wa. 98632
Tel: 360 423.1700 ext. 10125
Email: becky.davis@budclary.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the

respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor
Attn: Becky Davis
Bud Clary Chevrolet/Subaru
1030 Commerce Ave
Longview, Wa. 98632
Email: becky.davis@budclary.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0125.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;
- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser; and
- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

12. RECORDS RETENTION & AUDITS.

12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by

a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.

13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party

under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.

14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.

16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report quarterly contract sales;

(c) Contractor fails to timely pay the vendor management fees when due;

(d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or

(e) Contractor breaches any representation or warranty provided herein.

16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the

contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

(a) Upon the mutual written agreement of the parties to the Purchase Order;

(b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or

(c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

18.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

18.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

18.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense,

timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

19. GENERAL PROVISIONS.

19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

19.3. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise

Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

19.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

19.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

19.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

19.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

19.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

19.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

19.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any

Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

19.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.

19.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

19.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

19.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

19.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

19.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

19.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

19.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

19.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

19.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

19.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

19.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
Elena McGrew
Its: Enterprise Procurement Manager

BUD CLARY CHEVROLET, INCa
A Washington Corporation

By: [OBJ]
Type Name Becky Davis
Its: Title Fleet Mgr.

INCLUDED GOODS/SERVICES

CHEVROLET

Model Name	Model Number	Description
SILVERADO 1500	CK10543 9C1	PPV SILVERADO
SILVERADO 1500	CK10543 5W4	SSV SILVERADO
SILVERADO 1500	CK10743 5W4	SSV SILVERADO
TAHOE	CK10706 5W4	TAHOE
Model Name	**Model Number**	**Description**
SILVERADO EV	CT35843-2WT	SILVERADO EV
BLAZER EV	1MC26 LT AWD	BLAZER EV
EQUINOX EV	1MB48 LT FWD	EQUINOX EV
EQUINOX EV	1MB48 LT AWD	EQUINOX EV
BLAZER EV PPV	1MF26 AWD 9C1	BLAZER EV PPV
Model Name	**Model Number**	**Description**
EXPRESS VAN	CG23705 LV1	EXPRESS CARGO
EXPRESS VAN	CG33706 LV1	EXPRESS PASSENGER
EXPRESS CUTAWAY	CG33503 LV1	EXPRESS CUTAWAY
EXPRESS CUTAWAY	CG33803 L8T	EXPRESS CUTAWAY
EXPRESS CUTAWAY	CG33903 L8T	EXPRESS CUTAWAY
EXPRESS CUTAWAY	CG33803 4500	EXPRESS CUTAWAY
EXPRESS CUTAWAY	CG33903 4500	EXPRESS CUTAWAY
Model Name	**Model Number**	**Description**
TRAX	1TU58 FWD LT	TRAX
EQUINOX	1PT26 FWD	EQUINOX
EQUINOX	1PT26 AWD LT	EQUINOX
BLAZER	1NK26 FWD LT	BLAZER
BLAZER	1NR26 AWD LT	BLAZER
TRAILBLAZER	1TR56 FWD LS	TRAILBLAZER
TRAILBLAZER	1TV56 AWD LS	TRAILBLAZER
TAHOE	CC10706 LS	TAHOE
SUBURBAN	CC10906	SUBURBAN

TRAVERSE	1LB56-FWD LT	TRAVERSE
TRAVERSE	1LB56-AWD LT	TRAVERSE
Model Name	**Model Number**	**Description**
SILVERADO 1500	CC10703 WT	REG CAB 1500
SILVERADO 1500	CC10753 WT	DBLE CAB 1500
SILVERADO 1500	CC10543 WT	CREW CAB 1500
SILVERADO 1500	CC10743 WT	CREW CAB 1500
SILVERADO 1500	CK10703 WT	REG CAB 1500
SILVERADO 1500	CK10753 WT	DBLE CAB 1500
SILVERADO 1500	CK10543 WT	CREW CAB 1500
SILVERADO 1500	CK10743 WT	CREW CAB 1500
SILVERADO 2500	CC20903 WT	REG CAB 2500
SILVERADO 2500	CC20753 WT	DBLE CAB 2500
SILVERADO 2500	CC20953 WT	DBLE CAB 2500
SILVERADO 2500	CC20743 WT	CREW CAB 2500
SILVERADO 2500	CC20943 WT	CREW CAB 2500
SILVERADO 2500	CK20903 WT	REG CAB 2500
SILVERADO 2500	CK20753 WT	DBLE CAB 2500
SILVERADO 2500	CK20953 WT	DBLE CAB 2500
SILVERADO 2500	CK20743 WT	CREW CAB 2500
SILVERADO 2500	CK20943 WT	CREW CAB 2500
SILVERADO 3500	CC30903 WT	REG CAB 3500
SILVERADO 3500	CC30953 WT	DBLE CAB 3500
SILVERADO 3500	CC30743 WT	CREW CAB 3500
SILVERADO 3500	CC30943 WT	CREW CAB 3500
SILVERADO 3500	CK30903 WT	REG CAB 3500
SILVERADO 3500	CK30953 WT	DBLE CAB 3500
SILVERADO 3500	CK30743 WT	CREW CAB 3500
SILVERADO 3500	CK30943 WT	CREW CAB 3500
Model Name	**Model Number**	**Description**
MD DUTY 2WD	CC56403	MD DUTY 2WD
MD DUTY 4WD	CK56403	MD DUTY 4WD
Model Name	**Model Number**	**Description**
LCF CHASSIS	CP11003	LCF CHASSIS 3500
LCF CHASSIS	CP12003	LCF CHASSIS 3500

LCF CHASSIS	CP13043	LCF CHASSIS 3500
LCF CHASSIS	CP14043	LCF CHASSIS 3500
LCF CHASSIS	CT31003	LCF CHASSIS 4500
LCF CHASSIS	CT34003	LCF CHASSIS 4500
LCF CHASSIS	CT34043	LCF CHASSIS 4500
LCF CHASSIS	CP31003	LCF CHASSIS 4500
LCF CHASSIS	CP33043	LCF CHASSIS 4500
LCF CHASSIS	CT41003	LCF CHASSIS 4500
LCF CHASSIS	CT43043	LCF CHASSIS 4500
LCF CHASSIS	CP52003	LCF CHASSIS 5500
LCF CHASSIS	CP53043	LCF CHASSIS 5500
LCF CHASSIS	CP62003	LCF CHASSIS 5500
LCF CHASSIS	CP63043	LCF CHASSIS 5500
LCF CHASSIS	CT61003	LCF CHASSIS 5500
LCF CHASSIS	CT63043	LCF CHASSIS 5500
LCF CHASSIS	CT73203	LCF CHASSIS 6500
LCF CHASSIS	CT83203	LCF CHASSIS
Model Name	**Model Number**	**Description**
SILVERADO 3500	CC31003	CHASSIS 2WD
SILVERADO 3500	CK31003	CHASSIS 4WD

SUBARU

Model Name	**Model Number**	**Description**
IMPREZA AWD-RLA	RLA	IMPREZA AWD-RLA
LEGACY AWD-RAB	RAB	LEGACY AWD-RAB
Model Name	**Model Number**	**Description**
OUTBACK AWD-SDB	SDB	OUTBACK AWD-SDB
FORESTER AWD-SFB	SFB	FORESTER AWD-SFB
ASCENT AWD-SCB	SCB	ASCENT AWD-SCB
CROSSTREK AWD-RRA	RRA	CROSSTREK AWD-RRA

A. All Motor Vehicles, including all Base Vehicles; OEM Options, equipment, and components, shall comply with the following:

1. All Motor Vehicles shall be designed, constructed, equipped, assembled, and installed (OEM do not include installation) to be fully suitable for their intended use, purpose, and service. No alterations may be made to a motor vehicle which prohibits the required equipment on the vehicle from performing as intended.

2. All Vehicles shall be new and unused for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction.
3. All Vehicles shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered.
4. All Vehicles shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications.
5. All Vehicles shall be free of damage and / or rust which may affect appearance or serviceability.
6. All Vehicles shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry.
7. All Vehicles shall comply with current mandatory and applicable federal and State of Washington motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements.
8. New technology motor vehicles shall be added as required by the State and pricing will be at the sole discretion of the Contract Administrator and through written mutual agreement.

B. No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted on the respective vehicles if such advertising or identification is a Manufacturer's standard on the specific vehicle. Enterprise Services in its sole discretion shall determine what is Contractor's or Dealer's advertising or identification, what is Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

C. **Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination**.

Installation

A. Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the installation shall be new and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location.

B. If installing at a Purchaser's site, Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Purchasers and their employees and with proper consideration of others on site. Upon completion of the

installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Body Transfer and 3rd Party Body Installations

A. In the event the Purchaser chooses to purchase a cab and chassis or cutaway van separately, the contractor must: facilitate obtaining the required Manufacturer Certified Certificate; perform Manufacturer required pre-delivery inspection; and ensure all proper tag and title documents are present pursuant to Washington license requirements. The final Manufacturer of the vehicle must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the base vehicle price however; an additional cost may occur for installation by the Contractor or Body Upfitter. The installation cost may vary due to the vehicle body configuration however, the price should be included on the purchase order form from the Contractor.

Options (OEM or Aftermarket), Features, and Components

A. All Representative Models, OEM options, Aftermarket Options must be manufactured by a recognized manufacturer. Where a Model is specified for an OEM option, Feature, or Component, only the specified Model may be offered and provided. All Options, Features, and Components, either Manufacturer, Port, or Dealer installed, must be new and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Department approval. All OEM Options, Aftermarket Options, Features, and Components of the Model, as specified by Enterprise Services and ordered by the Purchaser, shall be fully assembled and installed by the Motor Vehicle Manufacturer, except as follows:

B. If the Option, Feature, or Component is specified as a Port installed Option or Dealer installed Option by the Motor Vehicle Manufacturer; or

C. If the Option, Feature, or Component is not available from the Motor Vehicle Manufacturer, the Option, Feature, or Component may be assembled by its respective Manufacturer and installed by the Contractor.

Luxury or Sport Vehicles or Features

A. Unless otherwise indicated within the individual Representative Model, OEM Option, or Identified Aftermarket Option Specification, no luxury or sports vehicles will be considered or permitted. Enterprise Services, in its sole determination, shall determine what constitutes a luxury or sport Vehicle. To date, Enterprise Services has determined: luxury or sports vehicle brands shall include, but are not limited to, the following brands, types and components:

B. Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW(**except I3**), Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz (**except Sprinter Vans**), Pagani, Porsche, Rolls-Royce, Spyker, Tesla (**except Model 3**) and Volvo.

C. Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

D. Leather upholstery (seats or interior), sunroofs and moon roofs.

E. New technology vehicles (electric and plug-in) eligible for federal and/or state tax credit shall be reviewed by the contract administrator and may be added in accordance with all State and Federal laws.

Federal and State Standards

A. It is the intent of Enterprise Services that all specifications herein are in full and complete compliance with all federal and State of Washington laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Washington laws, requirements, and regulations that apply to the type and class of Vehicles and contractual services being provided. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor and Dealer shall contact the Contract Administrator immediately.

Acceptable Publications

A. Enterprise Services may request and the Contractor shall provide, within three (3) business days of any request, acceptable and supporting information or documentation relative to its product. Acceptable and supporting information or documentation includes, but is not limited to:

   (1) Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or Department approved equivalent)

   (2) MSRP list. The MSRP and MSRP list may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the solicitation and resulting contract.

   (3) Manufacturer's Standard Warranties

   (4) The Manufacturer's official fleet or retail websites.

B. During the Term of the Contract, the Contractor shall supply printed Sales Literature and Technical Information to Purchasers upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Eligible User to its specific website location.

Manufacturer's Last Order Date, Production Notification, and Vehicle Change

A. The Manufacturer's Last Order Date is the final date on which the Manufacturer stops producing the model year of a Vehicle which meets the requirements, specifications, terms, and conditions of the Contract.

B. The Contractor shall notify Enterprise Services of a contracted Vehicle Manufacturer's Last Order Date in writing (email accepted) and received by the Contract Administrator no later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer gives less than thirty (30) calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify by email or telephone, the Contract Administrator no later than the next business day. When available, the Contractor agrees to immediately provide copies

of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Contract Administrator upon request. Upon notification of Manufacturer's Last Order Date, Enterprise Services may unilaterally update the applicable Manufacturers' Last Order Date, fields within the Price Sheets, as it deems is in the best interest of the State and will best assist Purchasers.

C. Contractor shall immediately notify the ordering Purchaser representative(s) of the Manufacturer's Last Order Date by contacting the contract administrator and placing comments in CARS. Upon receipt of the required notification and comments in CARS of the Manufacturer's Last Order Date, the Purchaser may cancel the Purchase Order without penalty, or maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. All Purchase Orders received and maintained after proper Purchaser notification of a Manufacturer's Last Order Date shall be subject to awarded vehicle availability.

D. After the Manufacturer's Last Order Date, the Contractor may provide, the new model year of the awarded Vehicle, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions.

E. If the Contractor wishes to replace any awarded vehicle on the Contract with another vehicle due to a result of a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the Price / Model Update Form (Exhibit C), to reflect the intended replacement vehicle to Enterprise Services for consideration. The intended replacement vehicle must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the intended replacement vehicle offered must be at the same or lower than current discounted price. While vehicle updates or replacements may be offered at any time during the contract duration; all price updates shall be submitted in accordance to Exhibit C of (Price Worksheet). The Contractor shall provide any documents necessary for Enterpriser Services to fully evaluate the Contractor's request. Enterprise Services, at its sole discretion, will accept or reject the intended replacement vehicle offered. If Enterprise Services rejects the intended replacement vehicle offered, or if there is no intended replacement vehicle offered for an awarded, Enterprise Services may, at its sole discretion, (1) delete the award; or (2) delete the award and award the vehicle to the next lowest responsive and responsible Contractor.

F. After award, new, improved, or updated products may become available. Contractors will be allowed to request to substitute items, within their awarded categories. Substituted items must meet or exceed contract specifications, terms and conditions, including MSRP discount. Approval of substitutions and pricing will be at the sole discretion of the Contract Administrator and will be made effective through written amendment with mutual agreement.

Exhibit B

PRICES FOR GOODS/SERVICES

CHEVROLET

Police Vehicles (Patrol Car, SUV, Motorcycle, other vehicles)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
SILVERADO 1500	CK10543 9C1	PPV SILVERADO	$50,503.00	$55,300.00	8.67%
SILVERADO 1500	CK10543 5W4	SSV SILVERADO	$47,003.00	$51,800.00	9.26%
SILVERADO 1500	CK10743 5W4	SSV SILVERADO	$47,303.00	$52,100.00	9.21%
TAHOE	CK10706 5W4	TAHOE	$54,910.00	$57,595.00	4.66%
Category 3: Automobiles (Hybrid, Electric, Plug-In Hybrid)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
SILVERADO EV	CT35843-2WT	SILVERADO EV	$57,000.00	$58,995.00	3.38%
BLAZER EV	1MC26 LT AWD	BLAZER EV	$47,500.00	$48,995.00	3.05%
EQUINOX EV	1MB48 LT FWD	EQUINOX EV	$33,500.00	$34,995.00	4.27%
EQUINOX EV	1MB48 LT AWD	EQUINOX EV	$39,000.00	$40,295.00	3.21%
BLAZER EV PPV	1MF26 AWD 9C1	BLAZER EV PPV	$55,000.00	$56,395.00	2.47%
Category 4: Vans (Passenger, Cargo, Cutaway/Chassis)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
EXPRESS VAN	CG23705 LV1	EXPRESS CARGO	$ 41,729.00	$ 45,595.00	8.48%
EXPRESS VAN	CG33706 LV1	EXPRESS PASSENGER	$ 47,179.00	$ 51,245.00	7.93%
EXPRESS CUTAWAY	CG33503 LV1	EXPRESS CUTAWAY	$ 35,348.95	$ 38,845.00	9.00%
EXPRESS CUTAWAY	CG33803 L8T	EXPRESS CUTAWAY	$ 36,759.45	$ 40,395.00	9.00%
EXPRESS CUTAWAY	CG33903 L8T	EXPRESS CUTAWAY	$ 36,895.95	$ 40,545.00	9.00%
EXPRESS CUTAWAY	CG33803 4500	EXPRESS CUTAWAY	$ 38,852.45	$ 42,695.00	9.00%
EXPRESS CUTAWAY	CG33903 4500	EXPRESS CUTAWAY	$ 39,443.95	$ 43,345.00	9.00%

Category 5: Sport Utility Vehicles (Small, Mid-Size, Large)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
TRAX	1TU58 FWD LT	TRAX	$ 22,420.00	$ 23,595.00	4.98%
EQUINOX	1PT26 FWD	EQUINOX	$ 28,000.00	$ 31,080.00	9.91%
EQUINOX	1PT26 AWD LT	EQUINOX	$ 32,200.00	$ 33,080.00	2.66%
BLAZER	1NK26 FWD LT	BLAZER	$ 33,700.00	$ 36,795.00	8.41%
BLAZER	1NR26 AWD LT	BLAZER	$ 37,000.00	$ 39,495.00	6.32%
TRAILBLAZER	1TR56 FWD LS	TRAILBLAZER	$ 22,484.00	$ 24,395.00	7.83%
TRAILBLAZER	1TV56 AWD LS	TRAILBLAZER	$ 24,484.00	$ 26,395.00	7.24%
TAHOE	CC10706 LS	TAHOE	$ 58,800.00	$ 60,495.00	2.80%
SUBURBAN	CC10906	SUBURBAN	$ 61,500.00	$ 63,495.00	3.14%
TRAVERSE	1LB56-FWD LT	TRAVERSE	$ 37,000.00	$ 41,995.00	11.89%
TRAVERSE	1LB56-AWD LT	TRAVERSE	$ 41,500.00	$ 43,995.00	5.67%

Category 6: Light Duty Pickup Trucks (Class ½/3)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
SILVERADO 1500	CC10703 WT	REG CAB 1500	$35,348.00	$37,645.00	6.10%
SILVERADO 1500	CC10753 WT	DBLE CAB 1500	$36,952.86	$40,945.00	9.75%
SILVERADO 1500	CC10543 WT	CREW CAB 1500	$39,118.86	$43,345.00	9.75%
SILVERADO 1500	CC10743 WT	CREW CAB 1500	$39,389.61	$43,645.00	9.75%
SILVERADO 1500	CK10703 WT	REG CAB 1500	$40,000.00	$42,245.00	5.31%
SILVERADO 1500	CK10753 WT	DBLE CAB 1500	$40,484.18	$44,245.00	8.50%
SILVERADO 1500	CK10543 WT	CREW CAB 1500	$42,680.18	$46,645.00	8.50%
SILVERADO 1500	CK10743 WT	CREW CAB 1500	$42,954.68	$46,945.00	8.50%
SILVERADO 2500	CC20903 WT	REG CAB 2500	$43,200.00	$47,295.00	8.66%
SILVERADO 2500	CC20753 WT	DBLE CAB 2500	$44,095.50	$48,995.00	10.00%
SILVERADO 2500	CC20953 WT	DBLE CAB 2500	$44,275.50	$49,195.00	10.00%
SILVERADO 2500	CC20743 WT	CREW CAB 2500	$45,715.50	$50,795.00	10.00%
SILVERADO 2500	CC20943 WT	CREW CAB 2500	$45,895.50	$50,995.00	10.00%
SILVERADO 2500	CK20903 WT	REG CAB 2500	$46,800.00	$50,095.00	6.58%
SILVERADO 2500	CK20753 WT	DBLE CAB 2500	$48,013.97	$51,795.00	7.30%
SILVERADO 2500	CK20953 WT	DBLE CAB 2500	$48,199.37	$51,995.00	7.30%

SILVERADO 2500	CK20743 WT	CREW CAB 2500	$49,682.57	$53,595.00	7.30%
SILVERADO 2500	CK20943 WT	CREW CAB 2500	$49,867.97	$53,795.00	7.30%
SILVERADO 3500	CC30903 WT	REG CAB 3500	$44,800.00	$48,495.00	7.62%
SILVERADO 3500	CC30953 WT	DBLE CAB 3500	$45,859.45	$50,395.00	9.00%
SILVERADO 3500	CC30743 WT	CREW CAB 3500	$47,315.45	$51,995.00	9.00%
SILVERADO 3500	CC30943 WT	CREW CAB 3500	$47,497.45	$52,195.00	9.00%
SILVERADO 3500	CK30903 WT	REG CAB 3500	$48,300.00	$51,295.00	5.84%
SILVERADO 3500	CK30953 WT	DBLE CAB 3500	$50,003.30	$53,195.00	6.00%
SILVERADO 3500	CK30743 WT	CREW CAB 3500	$51,507.30	$54,795.00	6.00%
SILVERADO 3500	CK30943 WT	CREW CAB 3500	$51,695.30	$54,995.00	6.00%

Category 8: Chassis Cab and Cutaway Trucks (Class ¾/5/6)

Model Name	Model Number	Description	Base Price	MSRP	MSRP Discount %
MD DUTY 2WD	CC56403	MD DUTY 2WD	$ 53,500.00	$ 61,506.64	13.02%
MD DUTY 4WD	CK56403	MD DUTY 4WD	$ 63,000.00	$ 65,006.64	3.09%
LCF CHASSIS	CP11003	LCF CHASSIS 3500	$52,618.02	$ 62,790.00	16.20%
LCF CHASSIS	CP12003	LCF CHASSIS 3500	$53,338.70	$ 63,650.00	16.20%
LCF CHASSIS	CP13043	LCF CHASSIS 3500	$59,636.27	$ 71,165.00	16.20%
LCF CHASSIS	CP14043	LCF CHASSIS 3500	$60,193.54	$ 71,830.00	16.20%
LCF CHASSIS	CT31003	LCF CHASSIS 4500	$59,137.66	$ 70,570.00	16.20%
LCF CHASSIS	CT34003	LCF CHASSIS 4500	$60,583.21	$ 72,295.00	16.20%
LCF CHASSIS	CT34043	LCF CHASSIS 4500	$64,588.85	$ 77,075.00	16.20%
LCF CHASSIS	CP31003	LCF CHASSIS 4500	$55,006.32	$ 65,640.00	16.20%
LCF CHASSIS	CP33043	LCF CHASSIS 4500	$62,016.19	$ 74,005.00	16.20%
LCF CHASSIS	CT41003	LCF CHASSIS 4500	$60,625.11	$ 72,345.00	16.20%
LCF CHASSIS	CT43043	LCF CHASSIS 4500	$65,405.90	$ 78,050.00	16.20%
LCF CHASSIS	CP52003	LCF CHASSIS 5500	$59,544.09	$ 71,055.00	16.20%
LCF CHASSIS	CP53043	LCF CHASSIS 5500	$66,675.47	$ 79,565.00	16.20%
LCF CHASSIS	CP62003	LCF CHASSIS 5500	$60,859.75	$ 72,625.00	16.20%
LCF CHASSIS	CP63043	LCF CHASSIS 5500	$67,995.32	$ 81,140.00	16.20%
LCF CHASSIS	CT61003	LCF CHASSIS 5500	$65,125.17	$ 77,715.00	16.20%
LCF CHASSIS	CT63043	LCF CHASSIS 5500	$69,893.39	$ 83,405.00	16.20%
LCF CHASSIS	CT73203	LCF CHASSIS 6500	$86,820.99	$ 103,605.00	16.20%
LCF CHASSIS	CT83203	LCF CHASSIS	$94,203.77	$ 112,415.00	16.20%

Model Name	Model Number	Description	Base Price	MSRP	MSRP Discount %
SILVERADO 3500	CC31003	CHASSIS 2WD	$ 44,500.00	$ 47,695.00	6.70%
SILVERADO 3500	CK31003	CHASSIS 4WD	$ 48,000.00	$ 50,495.00	4.94%

SUBARU

Category 2: Automobiles (Sub Compact, Compact, Mid-Sized, Large)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
IMPREZA AWD-RLA	RLA	IMPREZA AWD-RLA	$23,700.00	$24,115.00	1.72%
LEGACY AWD-RAB	RAB	LEGACY AWD-RAB	$25,500.00	$26,015.00	1.98%
Category 5: Sport Utility Vehicles (Small, Mid-Size, Large)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
OUTBACK AWD-SDB	SDB	OUTBACK AWD-SDB	$29,800.00	$30,315.00	1.70%
FORESTER AWD-SFB	SFB	FORESTER AWD-SFB	$30,700.00	$31,115.00	1.33%
ASCENT AWD-SCB	SCB	ASCENT AWD-SCB	$39,500.00	$40,215.00	1.78%
CROSSTREK AWD-RRA	RRA	CROSSTREK AWD-RRA	$26,200.00	$26,540.00	1.28%

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

   a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

   b. Workers' Compensation Insurance. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

   c. Employers' Liability (Stop Gap) Insurance. Employers' liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

   d. Commercial Automobile Liability Insurance. Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than $1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

   The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING**. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract**. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

   Email: procurementconsulting@des.wa.gov
   Note: The Email Subject line must state:
   Contract Insurance Certificate – Statewide Contract No. 28423 – Motor Vehicles

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	28423
Bud Clary Chevrolet Inc 1030 Commerce Ave. Longview, WA 98632	Amendment No.:	1
	Effective Date:	2/1/2025

FIRST AMENDMENT

TO

CONTRACT NO. 28423

MOTOR VEHICLES

This first Amendment ("Amendment") to Contract No. 28423 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Bud Clary Chevrolet Inc, a Washington Corporation ("Contractor") and is dated as of February 1, 2025.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 28423 dated effective as of 1/5/2025 ("Contract").

B. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. PRODUCT CHANGES. The Contract shall allow for the addition or removal of products available from the Contractor. The following language is being added to the Contract:

> 3.5 MODEL ADDITION AND DELETION. The contractor may add new models and or delete the old ones from the price list and CARS system to implement new vehicle solutions by sending an updated price list to the Contract Administrator for review and approval. New models added to the Contract must be commercially available at the time they are added to the Contract and fall within the original scope and intent of the Contract. The contractor may delete models no longer available on the Contractor's commercial price list and not in use by any Purchaser from the Statewide Contract. No new manufacturers are to be added.

2. Subsequent to the previous change, the former Section 3.5 CONTRACT INFORMATION becomes Section 3.6.

3. Section 8.2 DELIVERY REQUIREMENTS.

Section 8.2(c) has been amended as follows:

(c) ~~Contractor shall deliver Motor Vehicles purchased pursuant to this Contract, at Contractor's expense, FOB Purchaser's specified delivery location with all transportation and handling charges included.~~ The contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to the Purchaser's fault or negligence.

(l) Section 8.2(l) has been added as follows:

Shipping and delivery must be included in CARS quotes as a separate line item.

4. Section 9.5 NO ADDITIONAL CHARGES.

Unless otherwise specified herein, the Contractor shall not include or impose any additional charges including, but not limited to, ~~charges for shipping,~~ handling, insurance, or payment processing.

5. Section 11.3 ANNUAL CONTRACT SALES REPORT.

Section 11.3 ANNUAL CONTRACT SALES REPORT has been removed in its entirety.

~~11.3. ANNUAL CONTRACT SALES REPORT. The contractor shall provide Enterprise Services with a detailed annual Contract sales report. Such report shall include, at a minimum, the following:~~

- ~~The Goods and/or Services sold (including, as applicable, item number or other identifier);~~
- ~~Per unit quantities sold;~~
- ~~Items and volumes purchased by Purchaser;~~
- ~~Shipment/delivery locations by Purchaser; and~~
- ~~Contract price.~~

~~This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.~~

6. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

7. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

8. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

9. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

10. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

INSERT NAME OF CONTRACTOR,
A Bud Clary Chevrolet/Subaru

By: _____
Name: Billy Davis
Title: Fleet Manager
Date: 1/22/26

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Nina Mesihovic
Name: Nina Mesihovic
Title: Enterprise Contract & Procurement Specialist 3
Date: 1/22/25

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	28423
Bud Clary Chevrolet Inc 1030 Commerce Ave. Longview, WA 98632	Amendment No.:	2
	Effective Date:	2/17/2025

SECOND AMENDMENT

TO

CONTRACT NO. 28423

MOTOR VEHICLES

This second amendment ("Amendment") to Contract No. 28423 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Bud Clary Chevrolet Inc, a Washington Corporation ("Contractor") and is dated as of February 17, 2025.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 28423 dated effective as of 1/5/2025 ("Contract").

B. The Parties previously amended the Contract once:
   - Amendment 1 – Model Addition, Delivery Requirements, Annual reporting, Dated February 1, 2025.

C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. The following language is being added to the Contract:

> 3.3 PRICE ADJUSTMENT. The Contract prices are the maximum prices the Contractor may charge. Discounts shall remain firm and fixed for the duration of the contract, unless they increase or until the vehicle has been sold or removed from the CARS system. Contractor, however, may request price adjustments on an annual basis by written notice to the Contract Administrator. Price adjustments are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Contract

pricing. Such price adjustment requests must include supporting documentation such as price increases at the manufacturer's level. Consideration of price increases will be at the sole discretion of Enterprise Services. If a price adjustment is approved in part or in full, the resulting new Contract pricing will be implemented through a Contract Amendment. Contractor may not make Contract performance or extensions contingent on price adjustments.

2. PRODUCT CHANGES. The Contract shall allow for the addition or removal of in-stock and subsequent model products available from the Contractor. The following language is being added to the Contract:

3.5 MODEL ADDITION AND DELETION

a. MODEL ADDITION AND DELETION - SUBSEQUENT MODELS THE CONTRACTOR BID ON.
The contractor may add new models for the upcoming year, and or delete the old ones from the price list and CARS system, to implement new vehicle solutions by sending an updated price list to the Contract Administrator for review and approval. Subsequent model years for the same model will be eligible for order under this contract, provided the MSRP discount remains the same, or greater in future years (Exhibit C – Bid Price of Solicitation). New models added to the Contract must be commercially available at the time they are added to the Contract and fall within the original scope and intent of the Contract.

b. MODEL ADDITION AND DELETION – IN-STOCK OPTIONS. The contractor may add in-stock models, and they must be designated as such in the CARS system. In-stock vehicles are vehicles immediately available for sale. The contractor may add all vehicles for the same awarded manufacturer in the awarded category. The discount provided for in-stock models added, in the same category, cannot be lower than the lowest discount that the Contractor bid on, in the same category. (*For example: If you bid on four vehicles in Category 1, for the same manufacturer,*

1. *Vehicle 1 7.35% discount*
2. *Vehicle 2 4.57 % discount*
3. *Vehicle 3 6.00% discount*
4. *Vehicle 4 5.98% discount*

the discount for the In-Stock models added in the same category, by the same manufacturer, cannot be lower than 4.57%.) Discounts shall remain firm and fixed for the duration of the contract, unless they increase or until the vehicle has been sold or removed from the CARS system per Section 3.3 PRICE ADJUSTMENT.

3. USING THE CONTRACT - PURCHASES. The following section has been added to the Contract:

8.1 PURCHASER ORDER.

Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practical, the Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order or Vehicle Buyer Agreements, and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

6. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

7. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

INSERT NAME OF CONTRACTOR,
A Bud Clary Chevrolet

By: _____

Name: Becky Davis

Title: Fleet Mgr.

Date: 2/13/25

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Nina Mesihovic

Name: Nina Mesihovic

Title: Enterprise Contract & Procurement Specialist 3

Date: 2/13/25

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	28423
Bud Clary Chevrolet Inc 1030 Commerce Ave. Longview, WA 98632	Amendment No.:	3
	Effective Date:	2/24/2025

THIRD AMENDMENT

TO

CONTRACT NO. 28423

MOTOR VEHICLES

This third amendment ("Amendment") to Contract No. 28423 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Bud Clary Chevrolet Inc, a Washington Corporation ("Contractor") and is dated as of February 24, 2025.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 28423 dated effective as of 1/5/2025 ("Contract").

B. The Parties previously amended the Contract twice:
   - Amendment 1 – Model Addition, Delivery Requirements, Annual reporting, Dated February 1, 2025.
   - Amendment 2 – Model addition, POs – Dated February 17, 2025.

C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. CARS CATALOG ADDITION. The contractor added new items to the CARS catalog. Please see *Exhibit A – In-stock Models and Prices* (dated 2/24/2025) for new additions.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

INSERT NAME OF CONTRACTOR,
A Bud Clary Chevrolet

By: _____

Name: Becky Davis

Title: Fleet Mgr.

Date: 2/18/25

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Nina Mesihovic

Name: Nina Mesihovic

Title: Enterprise Contract & Procurement Specialist 3

Date: 2/18/25

Exhibit A - In-stock Models and Prices

IN-STOCK VEHICLES ONLY

Contractor name: Bud Clary Chevrolet W262

warded Manufactur	Awarded Category	Vehicle Description (year, model, trim...)	MSRP	Price	Discount	Additional Discount	Final Price	Final Discount %
CHEVROLET	POLICE	2025 TAHOE PPV (2025-0501-001)	$55,995	$53,903.00	3.70%	$500	$53,386.00	4.66%
CHEVROLET	VANS	2024 EXPRESS CARGO(2024-0422-001)	$43,595.00	$41,046.00	5.80%	$1,500.00	$39,546.00	8.60%
CHEVROLET	POLICE	2024 SILVERADO 1500 PPV (2024-0524-001)	$ 52,405.00	$ 48,774.00	7.00%	$ 1,500.00	$47,274.00	10.00%
CHEVROLET	EV TRUCK	2024 SILVERADO EV(2024-0810-001)* GM REBATE GOOD THROUGH 03/31/2	$ 75,660.20	$ 74,800.00	1.50%	10000.00-gm rebate	$64,800.00	15.00%
CHEVROLET	SUV	2024 EQUINOX (2024-0326-001)	$ 28,884.00	$ 28,317.00	2.00%	$ 1,500.00	$26,817.00	8.00%
CHEVROLET	EV/SUV	2024 EQUINOX EV(2024-00360-0001)	$ 47,627.00	$ 45,795.00	4.00%	$ 1,500.00	$44,295.00	7.00%
CHEVROLET	EV/SUV	2024 BLAZER EV(2024-0327-001)	$ 55,119.00	$ 54,119.00	1.30%	$3,000	$51,119.00	7.00%
CHEVROLET	EV/POLICE	2024 BLAZER EV PPV(2024-0525-001)	$ 64,489.00	$ 64,489.00	0.00%	$ 4,000.00	$60,489.00	6.25%
CHEVROLET	TRUCK	2024 SILVERADO 2500 4WD (2024-0813-001)	$ 50,195.00	$ 48,082.00	4.50%	$ 2,500.00	$45,582.00	9.50%
CHEVROLET	TRUCK	2024 SILVERADO 1500 4WD (2024-0809-001)	$ 43,600.00	$ 42,330.00	3.10%	$ 4,000.00	$38,330.00	12.00%

Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

STATEWIDE CONTRACT

NO. 28423

FOR

MOTOR VEHICLES

CATEGORIES:

2- AUTOMOBILES (SUB COMPACT, COMPACT, MID-SIZED, LARGE),3- AUTOMOBILES (HYBRID)

5- SPORTS UTILITY VEHICLE, 6- LIGHT DUTY PICKUPS

VEHICLE MANUFACTURER: HYUNDAI

CATEGORIES:

1- POLICE VEHICLES, 3- AUTOMOBILES (HYBRID), 4- VANS, 5- SPORTS UTILITY VEHICLE,

6- LIGHT DUTY PICKUPS, 8- CHASSIS CAB/CUTAWAY, 9 - HEAVY DUTY TRUCKS

VEHICLE MANUFACTURER: FORD

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

CLARY LONGVIEW LLC, DBA BUD CLARY FORD HYUNDAI

Dated January 5, 2025

This Washington Statewide Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and CLARY LONGVIEW LLC, DBA BUD CLARY FORD HYUNDAI a Washington Limited Liability Company ("Contractor") and is dated and effective as of January 5, 2025.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Washington state agencies and other eligible purchasers, as part of their operational needs, have reason to purchase certain specified motor vehicles ("Motor Vehicles" or "Goods"). Accordingly, to provide an enterprise procurement solution for eligible purchasers to procure certain specified Motor Vehicles in a cost-effective and efficient manner from responsible, qualified Contractors who are authorized dealers for the applicable Motor Vehicle manufacturer, using the State of Washington's online Contract Automobile Request System ("CARS") to provide Motor Vehicle inventory and configuration information as well as Motor Vehicle sales quotes to eligible purchasers, Enterprise Services, on behalf of the State of Washington, as part of a competitive governmental procurement, issued Competitive Solicitation No. 28423 dated August 5, 2024, for Motor Vehicles.

C. The Competitive Solicitation was designed to result in Contract awards by specified Contract Categories in which bidders could bid on any or all specified Contract Categories for specified Motor Vehicle manufacturers in which bidders could bid on any or all specified manufacturers for which bidder is an authorized dealer. Eligible purchasers could purchase included specified Motor Vehicles from awarded bidders, through CARS, using the terms and conditions of the Contracts.

D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-stated Contract Category(ies) and above-stated Vehicle Manufacturer).

E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM**. The term of this Contract is twenty-four (24) months, commencing January 5th, 2025, and ending January 5, 2027; *Provided*, however, that if the Contractor is not in default and if, by July 1, 2026, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for a contract extension, Enterprise Services may extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months; and *Provided further*, that if Contractor is not in default and if, by July 1, 2028, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services again may extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months. Such extension amendment(s), if any, shall be on the same terms and conditions as set forth in this Contract. To earn a performance-based Contract term extension, the Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. *See Exhibit C – Insurance Requirements* at § 4.
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). *Note*: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. *Note*: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.

2. **ELIGIBLE PURCHASERS**. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

   2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

   2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who also receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those specified Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.

(a) Goods. For purposes of this Contract, "Goods" means all Motor Vehicles, ancillary parts, accessories, components and other items included within *Exhibit A – Included Goods/Services* purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(b) Services. For purposes of this Contract, "Services" means all services of any nature included within *Exhibit A – Included Goods/Services* ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract (see, e.g., *Exhibit A – Included Goods/Services*) and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. PRICE ADJUSTMENT. The Contract prices are the maximum prices the Contractor may charge. Discounts shall remain firm and fixed for the duration of contract. Contractor, however, may request price adjustments on an annual basis by written notice to the Contract Administrator. Price adjustments are to be on a pass-through basis only and must not produce a higher profit

margin for Contractor than that established by the original Contract pricing. Such price adjustment requests must include supporting documentation such as price increases at the manufacturer's level. Consideration of price increases will be at the sole discretion of Enterprise Services. If a price adjustment is approved in part or in full, the resulting new Contract pricing will be implemented through a Contract Amendment. Contractor may not make Contract performance or extensions contingent on price adjustments.

3.4. PRICE CEILING. Although Contractor may offer higher discounts to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and Services at no lesser discount than the discounts set forth in *Exhibit B – Prices for Goods/Services*.

3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against 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.

4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.8. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

4.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

4.11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's

contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.12. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.13. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.

4.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.

4.17. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

4.18. AUTHORIZED DEALER. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is an authorized dealer for each Motor Vehicle manufacturer identified in *Exhibit A – Included Goods/Services*.

5. QUALITY; WARRANTY; REMEDIES.

5.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality

standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or

replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, and/or local regulatory requirements applicable to the Goods and/or Services.

6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services pursuant to this Contract.

6.3. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of incidents.

6.4. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.

6.5. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

7. SUBCONTRACTORS.

7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be

fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

7.2. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Motor Vehicles from this Contract, consistent with the terms hereof and by using Washington's Contract Automobile Request System (CARS), administered by Enterprise Services ("Purchaser Order"). All order documents must reference the Contract number. The features and functions of the secure website created for use by eligible Purchasers under this Contract shall include the following:

- Access by standard web browsers-Contract Automobile Request System (CARS);
- Unique Purchaser/customer identifying log-in capabilities;
- Product information such as unit of measure, item status, price description, and photos;
- Item status inquiry functionality that provides stock availability;
- Order tracking;
- Help functionality;
- Reflect current catalog/price list and Contract pricing;
- Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract; and
- Shall not include any items that are specifically excluded from this Contract.

8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

(a) For purposes of this Contract, 'delivery,' 'deliveries,' and/or 'deliver' means:

(i) Contractor arranged private or common carrier transport of Motor Vehicle(s);

(ii) Contractor transport or driving Motor Vehicles to Purchaser's specified delivery location; *Provided*, however, that Purchaser's delivery location must be specified in advance in the Purchase Order; and *Provided further*, that

Contractor must use commercially reasonable efforts to minimize the number of Motor Vehicle odometer miles and, in the event that the Motor Vehicle's odometer registers more than two hundred and fifty (250) odometer miles in excess of the shortest distance between Contractor's dealership and Purchaser's delivery location, Purchaser, at its option, may require Contractor to deduct $0.50 per excess mile from the applicable invoice and payment. Contractor must comply with the manufacturer's break-in requirements; or

(iii) At Purchaser's option, Purchaser receipt of the Motor Vehicle at Contractor's dealership.

(b) Contractor shall ensure that Motor Vehicle deliveries occur as specified in Purchaser's Purchase Order.

(i) Deliveries pursuant to section 8.2(a)(i) and (ii) shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor. Contractor shall provide advance notice of planned delivery to Purchaser no less than one full business day prior to planned delivery.

(ii) Deliveries pursuant to section 8.2(a)(iii) shall occur during Contractor's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.

(c) Contractor shall deliver Motor Vehicles purchased pursuant to this Contract, at Contractor's expense, FOB Purchaser's specified delivery location with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each delivery and clearly identify all contents and any backorders.

(e) Motor Vehicles in stock must be delivered within fourteen (14) calendar days after Contractor' receipt of Purchaser's Order or Contractor's receipt of the Motor Vehicle from the manufacturer; *Provided*, however, orders for Motor Vehicles that require post-manufacturer dealer (Contractor) installed OEM Options, Accessories, or Implements shall be delivered within thirty (30) calendar days after Contractor's receipt of the Motor Vehicle from the manufacturer.

(f) Contractor shall ensure that all Motor Vehicle deliveries result in Purchaser's receipt of a Motor Vehicle containing no less than one-quarter (1/4) tank of proper fuel as indicated by the fuel gauge at the time of delivery.

(g) Prior to delivery, Contractor shall perform the standard Manufacturer's Pre-Delivery Inspection. Contractor is responsible for delivering a Motor Vehicle that is properly serviced, clean, and in first class operating condition. Prior to delivery, Contractor, at a minimum, shall:

- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
- Check all fluid levels and assure proper fill;
- Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);
- Inflate tires (including any spares) to proper pressures;
- Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- Clean Motor Vehicle, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
- Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.

(h) All Motor Vehicles shall be delivered with each of the following applicable documents completed and included:

- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
- Copy of Purchaser's Purchase Order;
- Copy of the applicable Contract specification(s) and Price Sheet information;
- Copy of the Manufacturer's Invoice(s) for each Motor Vehicle, including individual Representative Model, OEM Options, and Identified Aftermarket Options, in the shipment;
- Manufacturer's Window Sticker(s), if applicable;
- Manufacturer's Certificate of Origin, if applicable;
- Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
- Copy of the Manufacturer's Standard Warranty Certifications;
- Sales Tax Exemption Form, if applicable;
- Temporary Tag and twenty (20) day Extension Tag, if applicable; and Application for Certificate of Title and Vehicle Registration, if applicable.

(i) Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by Contractor to include the above

properly completed forms and publications, or that have submitted altered forms to Purchasers shall constitute breach of Contract and such default shall be a basis for Contract termination.

(j) The requirements, terms, and conditions set forth herein also apply to the re-delivery of any Motor Vehicle that previously was rejected upon initial delivery.

(k) Motor Vehicles requiring post-Manufacturer, Dealer installed OEM Options and Identified Aftermarket Options must be delivered within thirty (30) calendar days after Contractor's receipt of such Motor Vehicles from the Manufacturer(s).

8.3. PURCHASER INSPECTION AND ACCEPTANCE. Motor Vehicles purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval. Purchaser reserves the right to reject and refuse acceptance of Motor Vehicles that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Motor Vehicles at the time of delivery, Purchaser promptly shall notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any damaged Motor Vehicles or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Motor Vehicles from final payment. Payment for any Motor Vehicles under such Purchase Order shall not be deemed acceptance.

(a) Purchaser, within three (3) business days of delivery, shall thoroughly inspect the Motor Vehicle for acceptability.

(i) Purchaser shall compare the Motor Vehicle; Contract prices, discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure that the Motor Vehicle meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Purchase Order.

(ii) Purchaser shall inspect the Motor Vehicle for any physical damage. Contractor is obligated to correct any errors or damage pertaining to the Motor Vehicle. Purchaser's failure to discover an error or damage pertaining to the Motor Vehicle shall not relieve Contractor from its obligation to correct the error or damage.

(b) Contractor shall be responsible for filing, processing, and collecting all damage claims. Purchaser shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and Contractor;
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged Motor Vehicle; and
- Provide Contractor with a copy of the carrier's bill of lading and damage inspection report.

(c) Delivery does not constitute acceptance for purposes of payment. Final acceptance and authorization of payment shall be given by Purchaser only after Purchaser's inspection indicates that the Motor Vehicle is undamaged and meets the Contract requirements, specifications, terms, and conditions. In the event that the Motor Vehicle is damaged or differs in any respect from the Contract requirements, specifications, terms, and conditions, Purchaser may withhold payment until such time as Contractor corrects the error and/or damage.

(d) In the event that the Motor Vehicle requires service or adjustments to correct the error and/or damage, Contractor either shall (i) remedy the defect; or (ii) be responsible for reimbursing the Manufacturer's local service dealer or qualified entity selected by Purchaser to remedy the defect. Contractor shall initiate such required service or adjustments within two (2) business days following notification by Purchaser. The Motor Vehicle shall not be accepted until all service and/or adjustments are satisfactory and the Motor Vehicle is re-delivered in acceptable condition. The costs of any transportation and delivery or any re-deliveries due to error or damage shall be Contractor's responsibility.

(e) Purchaser shall notify Enterprise Services in writing of any Contract deviation that it cannot resolve with Contractor. Enterprise Services and Purchaser shall develop a corrective action plan related to the Contract deviation, which may include Purchaser's permanent refusal to accept the Motor Vehicle, in which case the Motor Vehicle shall remain the property of Contractor, and Purchaser and the State shall not be liable for payment for any portion thereof.

8.4. MOTOR VEHICLE COMPLIANCE AND COMPATIBILITY.

(a) Contractor shall ensure that the Motor Vehicles delivered are compliant with this Contract and Purchaser's Purchase Order. Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Purchaser are fully compatible with each other.

(b) In the event any ordered Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by Purchaser to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, Contractor shall, at Purchaser's discretion, be required to do one of the following:

- Install or repair the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components.
- Replace the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options and their respective features, equipment, and components.
- Refund the purchase price of the applicable Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options to the Eligible User

(c) Any changes necessary after the delivery of the Vehicle / Commodities that are required to bring a Vehicle / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

(d) Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing using CARS. Such invoices shall itemize the following:

- Contract No. 28423;
- Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- Contractor's Federal Tax Identification Number;
- Date(s) of delivery;
- Applicable Goods and/or Services;
- Invoice amount; and
- Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

9.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment shall not be considered late if a check or warrant is mailed within the time specified.

9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.

9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Contract 28423 Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel:(360) 407-2212
Email:
DESContractsTeamMaple@des.wa.gov

Contractor

Attn: Kathleen Brennan, Govt Contracts Mgr
Clary Longview LLC dba Bud Clary Ford Hyundai
700 7th Avenue, PO Box 127
Longview WA 98632
Tel: (360) 423-4321 ext 10945
Email: kathleen.brennan@budclary.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services

Contractor

Attn: Kathleen Brennan, Govt Contracts Mgr
Clary Longview LLC dba Bud Clary Ford Hyundai

PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

700 7th Avenue, PO Box 127
Longview WA 98632
Email: kathleen.brennan@budclary.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11. Contractor Sales Reporting; Vendor Management Fee; & Contractor Reports.

11.1. Contract Sales Reporting. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

Quarter	For Sales Made In Calendar Quarter	Contract Sales Report	
		Due By	Past Due
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. Vendor Management Fee. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0125.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;
- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser; and
- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

12. RECORDS RETENTION & AUDITS.

12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that

Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.

13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.

14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or

bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.

16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report quarterly contract sales;

(c) Contractor fails to timely pay the vendor management fees when due;

(d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or

(e) Contractor breaches any representation or warranty provided herein.

16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

(a) Upon the mutual written agreement of the parties to the Purchase Order;

(b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or

(c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

18.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

18.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

18.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

19. GENERAL PROVISIONS.

19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

19.3. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

19.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations,

representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

19.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

19.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

19.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

19.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

19.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

19.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

19.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any

applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.

19.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

19.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

19.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

19.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

19.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

19.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

19.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

19.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

19.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

19.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

19.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
Elena McGrew
Its: Enterprise Procurement Manager

CLARY LONGVIEW, LLC, DBA BUD CLARY FORD HYUNDAI
A Washington Limited Liability Company

By: Kathleen M Brennan
Type Name Kathleen Brennan
Its: Title Government Contracts Manager

INCLUDED GOODS/SERVICES

Category 1: Police Vehicles (Patrol Car, SUV, Motorcycle, other vehicles)

Model Name	Model Number	Description
Police AWD Interceptor Utility	K8A	
F150 4WD Police Responder	W1P	
F150 4WD Lightning SSV	W1B/66S	
Expedition 2WD SSV	U1F/102A	K1F
Expedition 4WD SSV	U1G/102A	K1G

Category 2: Automobiles (Sub Compact, Compact, Mid-Sized, Large)

Model Name	Model Number	Description
2025 Elantra SE	494E2F4S	494G2F4S, 494H2F4S, 494J2F4S
2025 Sonata SE FWD	29412F4S	29442F4S, 29442A4S

Category 3: Automobiles (Hybrid, Electric, Plug-In Hybrid)

Model Name	Model Number	Description
Escape HEV	U0M	U0J U9N J9J U9P
Escape PHEV	U0E	
Mach-E RWD BEV	K1R	K3R

Mach-E AWD BEV	K1S	K3S K4S
Maverick HEV	W8A	W8H W8B W8J
F150 4WD HEV	W1F	
F150 4WD Lightning XL BEV	W1B	
F150 4WD Lightning XLT BEV	W3L	
F150 4WD Lightning SSV BEV	W1B/66S	
E-Transit Cargo Van BEV	W9C	W1X W3X W1Y
E-Transit Cab & Chassis BEV	W5Z	
E-Transit Cutaway BEV	W5P	
2025 Elantra Blue HEV	494C2FBS	494B2FBS, 494D2FBS
2025 Sonata SEL FWD HEV	294D2FBS	294G2FBS
2025 Kona SE FWD EV	Q14A2FEZ	Q14D2FEZ, Q14G2FEZ
2025 Tucson Blue AWD HEV	854C2ABS	854D2ABS, 854E2ABS
2025 Tucson SEL AWD PHEV	854J2APT	854K2APT
2025 Santa Fe SEL FWD HEV	654F2FBS	654J2FBS, 654F2ABS, 654J2ABS
2025 IONIQ 6 SE RWD EV	A0492REZ	A0412REZ, A0442REZ, A0462REZ, A0412AEZ, A0442AEZ, A0462AEZ
2024 IONIQ 5 SE RWD EV	50402REZ	50412REZ, 50442REZ, 50462REZ, 50412AEZ, 50442AEZ, 50462AEZ
Category 4: Vans (Passenger, Cargo, Cutaway/Chassis)		
Model Name	**Model Number**	**Description**
Transit Passenger Van	X2Y	X2C X9Y X2C X9C X2X X9X U4X U5X
Transit Cargo Van	E1Y	E2Y R1Y R2Y W1Y W2Y F1Y F2Y E1C E2C R1C R2C W9C W2C F7C F8C R1X R2X R3X R3U W1X W2X F5X F6X W3X W3U F7X F8X F4X F4U U8X U8U
Transit T250 Cutaway	R5P	R7P
Category 5: Sport Utility Vehicles (Small, Mid-Size, Large)		

Model Name	Model Number	Description
2025 Kona SE FWD	Q1402F45	Q1432F45, Q1492FT5, Q1402A45, Q1432A45, Q1492AT5
2025 Tucson SE FWD	85402F4S	85432F4S, 85472F4S, 85402A4S, 85432A4S, 85472A4S
2025 Santa Fe SE FWD	65402FT5	65432FT5, 65492FT5, 65402AT5, 65432AT5, 65492AT5
2025 Palisade SE FWD	J1412F65	J1442F65, J1462F65, J1412A65, J1442A65, J1462A65
2024 Venue SE FWD	30402F45	30422F45, 30442F45
Escape 2WD	U0G	
Escape AWD	U9G	
Bronco Sport AWD	R9B	R9C R9D
Explorer 2WD	K7D	K8D
Expedition 2WD	U1H	K1H U1J K1J
Expedition 2WD SSV	U1F/102A	K1F
Expedition 4WD SSV	U1G/102A	K1G
Category 6: Light Duty Pickup Trucks (Class 1/2/3)		
Model Name	**Model Number**	**Description**
Maverick AWD	W8B	W8J
Ranger 2WD XL	R4B	
Ranger 2WD XLT	R4G	
Ranger 4WD	R4P	R4H
F150 2WD Reg Cab	F1K	
F150 2WD Ext Cab	X1K	
F150 2WD Crew Cab	W1K	
F150 4WD Reg Cab	F1L	
F150 4WD Ext Cab	X1L	
F150 4WD Crew Cab	W1L	
F250 2WD Reg Cab	F2A	

F250 2WD Ext Cab	X2A	
F250 2WD Crew Cab	W2A	
F250 4WD Reg Cab	F2B	X2B W2B
F350 2WD Reg Cab	F3A	
F350 2WD Ext Cab	X3A	
F350 2WD Crew Cab	W3A	
F350 4WD Reg Cab	F3B	X3B W3B
F450 2WD Reg Cab	F4C	W4C
F450 4WD Reg Cab	F4D	W4D
2025 Santa Cruz SE FWD	90402F45	90432F45, 90402A45, 90432A45, 90472AT5
Category 8: Chassis Cab and Cutaway Trucks (Class 3/4/5/6)		
Model Name	**Model Number**	**Description**
F350 2WD Chassis Reg	F3G	X3G W3G F3E X3E W3E
F350 4WD Chassis Reg	F3H	X3H W3H F3F X3F W3F
F450 2WD Chassis Reg	F4G	
F450 2WD Chassis Ext	X4G	
F450 2WD Chassis Crew	W4G	
F450 4WD Chassis Reg	F4H	X4H W4H
F550 2WD Chassis Reg	F5G	X5G W5G
F550 4WD Chassis Reg	F5H	X5H W5H
F600 2WD Chassis Reg	F6K	
F600 4WD Chassis Reg	F6L	
Model Name (2026 MY)		
F650 2WD Chassis Reg Gas	F6A	

F650 2WD Chassis Reg Diesel	F6D	

Category 9: Heavy Duty Trucks (Class 7)

Model Name (2026 MY)	Model Number	Description
F750 2WD Chassis Reg Gas	F7A	
F750 2WD Chassis Reg Diesel	F7D	

A. All Motor Vehicles, including all Base Vehicles; OEM Options, equipment, and components, shall comply with the following:

1. All Motor Vehicles shall be designed, constructed, equipped, assembled, and installed (OEM do not include installation) to be fully suitable for their intended use, purpose, and service. No alterations may be made to a motor vehicle which prohibits the required equipment on the vehicle from performing as intended.
2. All Vehicles shall be new and unused for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction.
3. All Vehicles shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered.
4. All Vehicles shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications.
5. All Vehicles shall be free of damage and / or rust which may affect appearance or serviceability.
6. All Vehicles shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry.
7. All Vehicles shall comply with current mandatory and applicable federal and State of Washington motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements.
8. New technology motor vehicles shall be added as required by the State and pricing will be at the sole discretion of the Contract Administrator and through written mutual agreement.

B. No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted on the respective vehicles if such advertising or identification is a Manufacturer's standard on the specific vehicle. Enterprise Services in its sole discretion shall determine what is Contractor's or Dealer's advertising or identification, what is

Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

C. **Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination**.

Installation

A. Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the installation shall be new and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location.

B. If installing at a Purchaser's site, Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Purchasers and their employees and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Body Transfer and 3rd Party Body Installations

A. In the event the Purchaser chooses to purchase a cab and chassis or cutaway van separately, the contractor must: facilitate obtaining the required Manufacturer Certified Certificate; perform Manufacturer required pre-delivery inspection; and ensure all proper tag and title documents are present pursuant to Washington license requirements. The final Manufacturer of the vehicle must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the base vehicle price however; an additional cost may occur for installation by the Contractor or Body Upfitter. The installation cost may vary due to the vehicle body configuration however, the price should be included on the purchase order form from the Contractor.

Options (OEM or Aftermarket), Features, and Components

A. All Representative Models, OEM options, Aftermarket Options must be manufactured by a recognized manufacturer. Where a Model is specified for an OEM option, Feature, or Component, only the specified Model may be offered and provided. All Options, Features, and Components, either Manufacturer, Port, or Dealer installed, must be new and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Department approval. All OEM Options, Aftermarket Options, Features, and Components of the Model, as specified by Enterprise Services and ordered by the Purchaser, shall be fully assembled and installed by the Motor Vehicle Manufacturer, except as follows:

B. If the Option, Feature, or Component is specified as a Port installed Option or Dealer installed Option by the Motor Vehicle Manufacturer; or

C. If the Option, Feature, or Component is not available from the Motor Vehicle Manufacturer, the Option, Feature, or Component may be assembled by its respective Manufacturer and installed by the Contractor.

Luxury or Sport Vehicles or Features

A. Unless otherwise indicated within the individual Representative Model, OEM Option, or Identified Aftermarket Option Specification, no luxury or sports vehicles will be considered or permitted. Enterprise Services, in its sole determination, shall determine what constitutes a luxury or sport Vehicle. To date, Enterprise Services has determined: luxury or sports vehicle brands shall include, but are not limited to, the following brands, types and components:

B. Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW(**except I3**), Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz (**except Sprinter Vans**), Pagani, Porsche, Rolls-Royce, Spyker, Tesla (**except Model 3**) and Volvo.

C. Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

D. Leather upholstery (seats or interior), sunroofs and moon roofs.

E. New technology vehicles (electric and plug-in) eligible for federal and/or state tax credit shall be reviewed by the contract administrator and may be added in accordance with all State and Federal laws.

Federal and State Standards

A. It is the intent of Enterprise Services that all specifications herein are in full and complete compliance with all federal and State of Washington laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Washington laws, requirements, and regulations that apply to the type and class of Vehicles and contractual services being provided. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor and Dealer shall contact the Contract Administrator immediately.

Acceptable Publications

A. Enterprise Services may request and the Contractor shall provide, within three (3) business days of any request, acceptable and supporting information or documentation relative to its product. Acceptable and supporting information or documentation includes, but is not limited to:

(1) Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or Department approved equivalent)

(2) MSRP list. The MSRP and MSRP list may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the solicitation and resulting contract.

(3) Manufacturer's Standard Warranties

(4) The Manufacturer's official fleet or retail websites.

B. During the Term of the Contract, the Contractor shall supply printed Sales Literature and Technical Information to Purchasers upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Eligible User to its specific website location.

Manufacturer's Last Order Date, Production Notification, and Vehicle Change

A. The Manufacturer's Last Order Date is the final date on which the Manufacturer stops producing the model year of a Vehicle which meets the requirements, specifications, terms, and conditions of the Contract.

B. The Contractor shall notify Enterprise Services of a contracted Vehicle Manufacturer's Last Order Date in writing (email accepted) and received by the Contract Administrator no later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer gives less than thirty (30) calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify by email or telephone, the Contract Administrator no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Contract Administrator upon request. Upon notification of Manufacturer's Last Order Date, Enterprise Services may unilaterally update the applicable Manufacturers' Last Order Date, fields within the Price Sheets, as it deems is in the best interest of the State and will best assist Purchasers.

C. Contractor shall immediately notify the ordering Purchaser representative(s) of the Manufacturer's Last Order Date by contacting the contract administrator and placing comments in CARS. Upon receipt of the required notification and comments in CARS of the Manufacturer's Last Order Date, the Purchaser may cancel the Purchase Order without penalty, or maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. All Purchase Orders received and maintained after proper Purchaser notification of a Manufacturer's Last Order Date shall be subject to awarded vehicle availability.

D. After the Manufacturer's Last Order Date, the Contractor may provide, the new model year of the awarded Vehicle, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions.

E. If the Contractor wishes to replace any awarded vehicle on the Contract with another vehicle due to a result of a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the Price / Model Update Form (Exhibit C), to reflect the intended replacement vehicle to Enterprise Services for consideration. The intended replacement vehicle must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the intended replacement vehicle offered must be at the same or lower than current discounted price. While vehicle updates or replacements may be offered at any time during the contract duration; all price updates shall be submitted in accordance to Exhibit C of (Price Worksheet). The Contractor shall provide any documents necessary for Enterpriser Services to fully evaluate the Contractor's request. Enterprise Services, at its sole discretion, will accept or reject the intended replacement vehicle offered. If Enterprise Services rejects the intended replacement vehicle offered, or if there is no intended replacement vehicle offered for an awarded, Enterprise Services may, at its sole

discretion, (1) delete the award; or (2) delete the award and award the vehicle to the next lowest responsive and responsible Contractor.

F. After award, new, improved, or updated products may become available. Contractors will be allowed to request to substitute items, within their awarded categories. Substituted items must meet or exceed contract specifications, terms and conditions, including MSRP discount. Approval of substitutions and pricing will be at the sole discretion of the Contract Administrator and will be made effective through written amendment with mutual agreement.

PRICES FOR GOODS/SERVICES

FORD

Police Vehicles (Patrol Car, SUV, Motorcycle, other vehicles)

Model Name (2025 MY)	Model Number	Description	Base Price	MSRP	MSRP Discount %
Police AWD Interceptor Utility	K8A		$46,340.00	$48,780.00	5.00%
F150 4WD Police Responder	W1P		$47,864.00	$53,885.00	11.17%
F150 4WD Lightning SSV	W1B/66S		$51,638.00	$56,520.00	8.64%
Expedition 2WD SSV	U1F/102A	K1F	$48,207.00	$56,075.00	14.04%
Expedition 4WD SSV	U1G/102A	K1G	$52,418.00	$59,075.00	11.27%
Category 3: Automobiles (Hybrid, Electric, Plug-In Hybrid)					
Model Name (2025 MY)	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
Escape HEV	U0M	U0J U9N J9J U9P	$32,055.00	$33,985.00	5.68%
Escape PHEV	U0E		$37,986.00	$39,895.00	4.79%
Mach-E RWD BEV	K1R	K3R	$34,560.00	$41,990.00	17.69%
Mach-E AWD BEV	K1S	K3S K4S	$37,945.00	$45,490.00	16.59%
Maverick HEV	W8A	W8H W8B W8J	$27,494.00	$27,890.00	1.42%
F150 4WD HEV	W1F		$47,242.00	$54,530.00	13.37%
F150 4WD Lightning XL BEV	W1B		$45,530.00	$49,875.00	8.71%
F150 4WD Lightning XLT BEV	W3L		$57,517.00	$65,090.00	11.63%
F150 4WD Lightning SSV BEV	W1B/66S		$51,638.00	$56,520.00	8.64%
E-Transit Cargo Van BEV	W9C	W1X W3X W1Y	$56,997.00	$61,030.00	6.61%
E-Transit Cab & Chassis BEV	W5Z		$48,700.00	$53,690.00	9.29%
E-Transit Cutaway BEV	W5P		$48,100.00	$53,190.00	9.57%

Category 4: Vans (Passenger, Cargo, Cutaway/Chassis)					
Model Name (2025 MY)	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
Transit Passenger Van	X2Y	X2C X9Y X2C X9C X2X X9X U4X U5X	$53,627.00	$57,840.00	7.28%
Transit Cargo Van	E1Y	E2Y R1Y R2Y W1Y W2Y F1Y F2Y E1C E2C R1C R2C W9C W2C F7C F8C R1X R2X R3X R3U W1X W2X F5X F6X W3X W3U F7X F8X F4X F4U U8X U8U	$46,338.00	$49,805.00	6.96%
Transit T250 Cutaway	R5P	R7P	$41,207.00	$46,100.00	10.61%
Transit T350 Cutaway	W5P	W7P F1P F2P F6P F8P U6P U8P	$41,892.00	$46,865.00	10.61%
Transit T250 Cab & Chassis	R5Z	R7Z	$42,000.00	$46,645.00	9.96%
Transit T350 Cab & Chassis	W5Z	W7Z F1Z F2Z F6Z F8Z U6Z U8Z	$42,705.00	$47,430.00	9.96%
Category 5: Sport Utility Vehicles (Small, Mid-Size, Large)					
Model Name (2025 MY)	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
Escape 2WD	U0G		$26,247.00	$29,490.00	11.00%
Escape AWD	U9G		$27,493.00	$30,890.00	11.00%
Bronco Sport AWD	R9B	R9C R9D	$29,289.00	$31,590.00	7.28%
Explorer 2WD	K7D	K8D	$38,967.00	$41,350.00	5.76%
Expedition 2WD	U1H	K1H U1J K1J	$55,160.00	$63,190.00	12.71%
Expedition 2WD SSV	U1F/102A	K1F	$48,207.00	$56,075.00	14.03%
Expedition 4WD SSV	U1G/102A	K1G	$52,418.00	$59,075.00	11.27%
Category 6: Light Duty Pickup Trucks (Class 1/2/3)					
Model Name (2025 MY)	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
Maverick AWD	W8B	W8J	$27,901.00	$28,910.00	3.49%

Ranger 2WD XL	R4B		$30,987.00	$34,315.00	9.70%
Ranger 2WD XLT	R4G		$33,643.00	$37,255.00	9.70%
Ranger 4WD	R4P	R4H	$35,303.00	$37,960.00	7.00%
F150 2WD Reg Cab	F1K		$36,211.00	$40,605.00	10.82%
F150 2WD Ext Cab	X1K		$38,991.00	$43,555.00	10.48%
F150 2WD Crew Cab	W1K		$39,188.00	$45,890.00	14.60%
F150 4WD Reg Cab	F1L		$41,189.00	$45,620.00	9.71%
F150 4WD Ext Cab	X1L		$43,310.00	$47,355.00	8.54%
F150 4WD Crew Cab	W1L		$44,724.00	$49,775.00	10.15%
F250 2WD Reg Cab	F2A		$42,000.00	$47,295.00	11.20%
F250 2WD Ext Cab	X2A		$44,249.00	$49,830.00	11.20%
F250 2WD Crew Cab	W2A		$45,363.00	$51,085.00	11.20%
F250 4WD Reg Cab	F2B	X2B W2B	$46,967.00	$50,085.00	6.23%
F350 2WD Reg Cab	F3A		$43,148.00	$48,590.00	11.20%
F350 2WD Ext Cab	X3A		$45,404.00	$51,130.00	11.20%
F350 2WD Crew Cab	W3A		$46,522.00	$52,390.00	11.20%
F350 4WD Reg Cab	F3B	X3B W3B	$47,981.00	$51,390.00	6.63%
F450 2WD Reg Cab	F4C	W4C	$56,008.00	$61,950.00	9.59%
F450 4WD Reg Cab	F4D	W4D	$60,511.00	$65,260.00	7.28%
Category 8: Chassis Cab and Cutaway Trucks (Class 3/4/5/6)					
Model Name (2025 MY)	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
F350 2WD Chassis Reg	F3G	X3G W3G F3E X3E W3E	$50,522.00	$53,650.00	5.83%
F350 4WD Chassis Reg	F3H	X3H W3H F3F X3F W3F	$53,704.00	$57,150.00	6.03%
F450 2WD Chassis Reg	F4G		$62,513.00	$68,485.00	8.72%

F450 2WD Chassis Ext	X4G		$54,110.00	$59,280.00	8.72%
F450 2WD Chassis Crew	W4G		$55,073.00	$60,335.00	8.72%
F450 4WD Chassis Reg	F4H	X4H W4H	$57,103.00	$60,890.00	6.22%
F550 2WD Chassis Reg	F5G	X5G W5G	$53,711.00	$58,340.00	7.93%
F550 4WD Chassis Reg	F5H	X5H W5H	$57,976.00	$61,245.00	5.34%
F600 2WD Chassis Reg	F6K		$55,108.00	$60,000.00	8.15%
F600 4WD Chassis Reg	F6L		$59,505.00	$62,905.00	5.40%
Model Name (2026 MY)					
F650 2WD Chassis Reg Gas	F6A		$61,886.00	$72,680.00	14.85%
F650 2WD Chassis Reg Diesel	F6D		$71,367.00	$81,995.00	12.96%
"Category 9: Heavy Duty Trucks (Class 7)					
Model Name (2026 MY)	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
F750 2WD Chassis Reg Gas	F7A		$64,538.00	$74,575.00	13.46%
F750 2WD Chassis Reg Diesel	F7D		$74,053.00	$83,890.00	11.73%

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Category 2: Automobiles (Sub Compact, Compact, Mid-Sized, Large)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
2025 Elantra SE	494E2F4S	494G2F4S, 494H2F4S, 494J2F4S	$22,334.00	$23,025.00	3
2025 Sonata SE FWD	29412F4S	29442F4S, 29442A4S	$26,966.00	$27,800.00	3

Category 3: Automobiles (Hybrid, Electric, Plug-In Hybrid)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**

2025 Elantra Blue HEV	494C2FBS	494B2FBS, 494D2FBS	$25,463.00	$26,250.00	3
2025 Sonata SEL FWD HEV	294D2FBS	294G2FBS	$31,186.00	$32,150.00	3
2025 Kona SE FWD EV	Q14A2FEZ	Q14D2FEZ, Q14G2FEZ	$30,843.00	$34,270.00	10
2025 Tucson Blue AWD HEV	854C2ABS	854D2ABS, 854E2ABS	$33,475.00	$34,510.00	3
2025 Tucson SEL AWD PHEV	854J2APT	854K2APT	$39,552.00	$40,775.00	3
2025 Santa Fe SEL FWD HEV	654F2FBS	654J2FBS, 654F2ABS, 654J2ABS	$37,457.00	$38,615.00	3
2025 IONIQ 6 SE RWD EV	A0492REZ	A0412REZ, A0442REZ, A0462REZ, A0412AEZ, A0442AEZ, A0462AEZ	$35,010.00	$38,900.00	10
2024 IONIQ 5 SE RWD EV	50402REZ	50412REZ, 50442REZ, 50462REZ, 50412AEZ, 50442AEZ, 50462AEZ	$38,876.00	$43,195.00	10
Category 5: Sport Utility Vehicles (Small, Mid-Size, Large)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
2025 Kona SE FWD	Q1402F45	Q1432F45, Q1492FT5, Q1402A45, Q1432A45, Q1492AT5	$24,973.00	$25,745.00	3
2025 Tucson SE FWD	85402F4S	85432F4S, 85472F4S, 85402A4S, 85432A4S, 85472A4S	$28,858.00	$29,750.00	3
2025 Santa Fe SE FWD	65402FT5	65432FT5, 65492FT5, 65402AT5, 65432AT5, 65492AT5	$34,547.00	$35,615.00	3
2025 Palisade SE FWD	J1412F65	J1442F65, J1462F65, J1412A65, J1442A65, J1462A65	$37,069.00	$38,215.00	3
2024 Venue SE FWD	30402F45	30422F45, 30442F45	$20,637.00	$21,275.00	3

Category 6: Light Duty Pickup Trucks (Class 1/2/3)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
2025 Santa Cruz SE FWD	90402F45	90432F45, 90402A45, 90432A45, 90472AT5	$28,998.00	$29,895.00	3

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

   a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

   b. Workers' Compensation Insurance. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

   c. Employers' Liability (Stop Gap) Insurance. Employers' liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

   d. Commercial Automobile Liability Insurance. Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than $1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

   The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

   Email: procurementconsulting@des.wa.gov
   Note: The Email Subject line must state:
   Contract Insurance Certificate – Statewide Contract No. 28423 – Motor Vehicles

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

Olympia, WA 98504-1411

State of Washington
Contracts and Procurement Division
Department of Enterprise Services
P.O. Box 41411

Solicitation Amendment
Solicitation No.: 28423
Amendment No.: 001
Effective Date: 20 August 2024

AMENDMENT NO. 001
SOLICITATION NO. 28423
MOTOR VEHICLES

This Amendment ("Amendment") to Solicitation No. 28423 is effective immediately. Amended competitive solicitation and exhibits are not required to be submitted with proposals. All other terms, conditions, and specifications remain unchanged.

P U R P O S E

THE PURPOSE of this amendment is to capture the following change:

- Change #1 : Competitive Solicitation paragraph 2.3
  Original:

  2.3 CONTRACT TERM. As set forth in the attached Contract for this Competitive Solicitation, the contract initial term is up to seventy-two (72) months. Bidders are to specify prices for the first twelve (12) months of the contract term (such prices then may be adjusted as set forth in the Contract). The Contract is subject to earlier termination.

  Amended to:

  2.3 CONTRACT TERM. As set forth in the attached Contract for this Competitive Solicitation, the contract term is up to seventy-two (72) months. Bidders are to specify prices for the most recently available model year (such prices then may be adjusted annually as set forth in the Contract). The Contract is subject to earlier termination.

- Change #2 : Exhibit D – Sample Contract paragraph 3.3
  Inserted clause

  3.3 PRICE ADJUSTMENT. The Contract prices are the maximum prices the Contractor may charge. Pricing shall remain firm and fixed for the awarded model year. Contractor, however, may propose price adjustments for subsequent model years on an annual basis by written notice to the Contract Administrator. Price adjustments are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Contract pricing. Such price adjustment requests must include supporting documentation such as price increases at the manufacturer's level and/or other documentation of cost increases. Consideration of price increases will be at the sole discretion of Enterprise Services. If a price adjustment is approved in part or in full, the resulting new Contract pricing will be implemented through a

Contract Amendment. Contractor may not make Contract performance or extensions contingent on price adjustments.

- Change #3 : Competitive Solicitation 1.1 Competitive Solicitation Timelines

  Original:

Question & Answer Period:	Deadline for Submitting Questions	26 August, 2024
	Anticipated Deadline for Answers	5 September, 2024

  Amended to:

Question & Answer Period:	Deadline for Submitting Questions	4 September, 2024
	Anticipated Deadline for Answers	9 September, 2024

- Change #4 : Competitive Solicitation 1.1 Competitive Solicitation Timelines

  Inserted text:

Second Pre-Bid Conference:	August 27 , 2024 at 2:00 PM (Pacific Time) *Virtual Pre-Bid Conference* *Attend via Microsoft Teams by clicking the link below* Weblink: **Join the meeting now** Meeting ID: 243 786 348 371 Passcode: PcioRM **Dial in by phone** +1 564-999-2000,,454790375# United States, Olympia (564) 999-2000,,454790375# United States (Toll-free) Phone conference ID: 454 790 375#

PRIOR AMENDMENTS

- No prior amendments have been issued.

Any communications regarding this amendment must be addressed to the Procurement Coordinator listed below.

Brandon Cipolla
(360)-704-7959
Brandon.Cipolla@des.wa.gov

Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

Olympia, WA 98504-1411

State of Washington
Contracts and Procurement Division
Department of Enterprise Services
P.O. Box 41411

Solicitation Amendment
Solicitation No.: 28423
Amendment No.: 002
Effective Date: 16 September 2024

AMENDMENT NO. 002
SOLICITATION NO. 28423
MOTOR VEHICLES

This Amendment ("Amendment") to Solicitation No. 28423 is effective immediately. Amended competitive solicitation and exhibits are not required to be submitted with proposals. All other terms, conditions, and specifications remain unchanged.

P U R P O S E

THE PURPOSE of this amendment is to capture the following change:

- Change #1 : Competitive Solicitation 1.1 Competitive Solicitation Timelines

  Original:

Question & Answer Period:	Deadline for Submitting Questions	4 September, 2024
	Anticipated Deadline for Answers	9 September, 2024
Deadline for Submitting Bids:		23 September, 2024
Anticipated Announcement of Apparent Successful Bidders:		15 October, 2024
Anticipated Contract Awards:		1 December, 2024

  Amended to:

Question & Answer Period:	Deadline for Submitting Questions	27 September, 2024
	Anticipated Deadline for Answers	5 October, 2024
Deadline for Submitting Bids:		14 October, 2024
Anticipated Announcement of Apparent Successful Bidders:		15 November, 2024
Anticipated Contract Awards:		16 December, 2024

- Change #2 : Competitive Solicitation paragraph 2.3

  Original:

As set forth in the *Contract Award Summary Table* provided below, Enterprise Services intends to make two types of Contract Awards, as follows:

- *Main Awards for Contracts*. Main Awards are open to all bidders and made, by contract category and specified geographic area, to the highest scored, responsive, responsible bidders.

CONTRACT AWARD SUMMARY TABLE		
CONTRACT CATEGORY		CONTRACT AWARDS BY MOTOR VEHICLE MANUFACTURER
1	Police Vehicles	Up to 5
2	Automobiles (Sub-Compact, Compact, Mid-Sized, Large)	Up to 5
3	Automobiles (Hybrid, Electric, Plug-In Hybrid)	Up to 5
4	Vans (Passenger, Cargo, Cutaway/Chassis)	Up to 5
5	Sport Utility Vehicles (Small, Mid-Size, Large)	Up to 5
6	Light Duty Pickup Trucks (Class 1/2/3)	Up to 5
7	Medium Duty Trucks (Class 4/5/6)	Up to 5
8	Chassis Cab and Cutaway Trucks (3/4/5/6)	Up to 5
9	Heavy Duty Trucks (Class 7)	Up to 5
10	Low Speed Vehicle (LSV)	Up to 5

Amended to:

As set forth in the *Contract Award Summary Table* provided below, Enterprise Services intends to make Contract Awards, as follows:

- *Awards for Contracts*. Awards are open to all bidders and made, by contract category, to the highest scored, responsive, responsible bidders.

CONTRACT AWARD SUMMARY TABLE		
CONTRACT CATEGORY		CONTRACT AWARDS BY MOTOR VEHICLE MANUFACTURER
1	Police Vehicles	Up to 5
1.1	Police Motorcycles	Up to 5

CONTRACT AWARD SUMMARY TABLE		
CONTRACT CATEGORY		CONTRACT AWARDS BY MOTOR VEHICLE MANUFACTURER
2	Automobiles (Sub-Compact, Compact, Mid-Sized, Large)	Up to 5
3	Automobiles (Hybrid, Electric, Plug-In Hybrid)	Up to 5
4	Vans (Passenger, Cargo, Cutaway/Chassis)	Up to 5
5	Sport Utility Vehicles (Small, Mid-Size, Large)	Up to 5
6	Light Duty Pickup Trucks (Class 1/2/3)	Up to 5
7	Medium Duty Trucks (Class 4/5/6)	Up to 5
8	Chassis Cab and Cutaway Trucks (3/4/5/6)	Up to 5
9	Heavy Duty Trucks (Class 7)	Up to 5
10	Low Speed Vehicle (LSV)	Up to 5

- Change #3 : Competitive Solicitation paragraph 2.3
  - Change summary
    - The change below applies only to Category 1.1 Police Motorcycles. All other categories will use the original pricing structure indicated in the competitive solicitation.

Original: Text Inserted

Amended to:

Bidders prices for Category 1.1 Police Motorcycles will be evaluated by comparing base cost of each model by manufacturer. The lowest base price for each submitted model will receive the maximum allocation of points. The bids with a lower (less favorable) discount rate will receive proportionately fewer evaluation points based upon the lowest Bid (i.e., based upon the bid with the highest discount), using the following formula to calculate the point allocation:

Sample Calculation using Bidder A = $100,000 and Bidder B = $110,000

Bid B calculation: $100,000(A) / $110,000(B) = 0.909 x 80 (max points available) = 72.72 Cost points (rounded to three places to the right of the decimal point using standard rounding).

Bidder A is the lowest total bid evaluation cost, so it would be assigned the 80 points. Bidder B would be assigned 72.72 points based on the formula above.

- Change #4 : Competitive Solicitation paragraph 2.3

  Original:

  2.3 CONTRACT TERM. As set forth in the attached Contract for this Competitive Solicitation, the contract initial term is up to seventy-two (72) months. Bidders are to specify prices for the first twelve (12) months of the contract term (such prices then may be adjusted as set forth in the Contract). The Contract is subject to earlier termination.

  Am ended to:

  2.3 CONTRACT TERM. As set forth in the attached Contract for this Competitive Solicitation, the contract term is up to seventy-two (72) months. Bidders are to specify prices for the most recently available model year (such prices then may be adjusted annually as set forth in the Contract). The Contract is subject to earlier termination.

- Change #1 : Exhibit A-1 Bidders Certification Paragraph 24

  Original:

  ☐ *BIDDER IS AN AUTHORIZED DEALER*. Bidder is a duly authorized dealer of all of the manufacturer product lines stated in Exhibit C Category 2 and, if awarded a Contract, Bidder shall remain an authorized distributor for the term of the Contract. A dealer agreement must be in full force and remain valid during the term of the Contract.

  OR

  ☐ *BIDDER IS NOT AN AUTHORIZED DEALER*. Bidder is NOT a duly authorized dealer of all of the manufacturer product lines stated in Exhibit C Category 2.

  Amended to:

  ☐ *BIDDER IS AN AUTHORIZED DEALER*. Bidder is a duly authorized and Washington State licensed dealer of all manufacturer product lines stated in Exhibit C and, if awarded a Contract, Bidder shall remain a licensed and authorized distributor for the term of the Contract. A dealer agreement must be in full force and remain valid during the term of the Contract.

  OR

  ☐ *BIDDER IS NOT AN AUTHORIZED DEALER*. Bidder is NOT a duly authorized and Washington State licensed dealer of all of the manufacturer product lines stated in Exhibit C.

PRIOR AMENDMENTS

- Amendment 1, dated 20 August 2024

Any communications regarding this amendment must be addressed to the Procurement Coordinator listed below.

Brandon Cipolla

(360)-704-7959
Brandon.Cipolla@des.wa.gov

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	28423
Clary Longview LLC 700 7th Ave Longview, WA 98632	Amendment No.:	3
	Effective Date:	2/17/2025

THIRD AMENDMENT

TO

CONTRACT NO. 28423

MOTOR VEHICLES

This third amendment ("Amendment") to Contract No. 28423 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Clary Longview LLC, a Washington Corporation ("Contractor") and is dated as of February 17, 2025.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 28423 dated effective as of 1/5/2025 ("Contract").

B. The Parties previously amended the Contract twice:
   - Amendment 1 – Model Addition, Delivery Requirements, Annual reporting, Dated February 1, 2025.
   - Amendment 2 – Model addition, POs – Dated February 17, 2025.

C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. CARS CATALOG ADDITION. The contractor added new items to the CARS catalog. Please see *Exhibit A – In-stock Models and Prices* (dated 2/17/2025) for new additions.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

INSERT NAME OF CONTRACTOR,
A Clary Longview LLC

By: K Brennan
Name: Kathleen Brennan
Title: Govt Contracts Mgr
Date: 02/07/25

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Nina Mesihovic
Name: Nina Mesihovic
Title: Enterprise Contract & Procurement Specialist 3
Date: 2/7/25

Exhibit A - In-Stock Models and Prices

Bud Clary Ford In Stock Vehicles

Vehicle	MSRP	Price	Discount	Additional Di	Final PRICE	Final Discount %	Bid Discount
2024 Ford F150 Pursuit -Ratec	$53,605.00	$48,653.00	9%	1695	$46,958.00	12.40%	11.17
2024 Ford Police Interceptor A	$48,760.00	$42,898.00	12%	3546	$39,352.00	19.29%	5
2023 Ford F250 2WD	$45,765.00	$43,323.00	5%	10280	$33,043.00	27.80%	10.82
2024 Ford Bronco Sport 4WD	$31,230.00	$29,291.00	6%	3769	$25,522.00	18.28%	7.28
2024 Ford Escape	$30,840.00	$28,674.00	7%	1471	$27,203.00	11.79%	11
2024 Ford F350 4WD Cab and	$54,340.00	$51,728.00	4.8%	0	$51,728.00	4.81%	5.83
2024 Ford F550 4WD Cab and	$58,745.00	$55,923.00	4.8%	0	$55,923.00	4.80%	5.34
2023 Ford F550 2WD	$51,640.00	$48,899.00	5%	12583	$36,316.00	29.67%	7.93
2024 Ford Maverick AWD	$27,215.00	$27,142.00	0%	1284	$25,858.00	4.99%	1.42

Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

STATEWIDE CONTRACT

No. 28423

FOR

MOTOR VEHICLES

CATEGORIES:

1- POLICE VEHICLES, 4- VANS, 5- SPORTS UTILITY VEHICLE,

6- LIGHT DUTY PICKUPS, 7 - MEDIUM DUTY PICKUPS, 8- CHASSIS CAB/CUTAWAY

VEHICLE MANUFACTURER: FORD

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

CORWIN OF PASCO LLC

Dated January 13, 2025

This Washington Statewide Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and CORWIN OF PASCO LLC, a North Dakota Limited Liability Company ("Contractor") and is dated and effective as of January 13, 2025.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Washington state agencies and other eligible purchasers, as part of their operational needs, have reason to purchase certain specified motor vehicles ("Motor Vehicles" or "Goods"). Accordingly, to provide an enterprise procurement solution for eligible purchasers to procure certain specified Motor Vehicles in a cost-effective and efficient manner from responsible, qualified Contractors who are authorized dealers for the applicable Motor Vehicle manufacturer, using the State of Washington's online Contract Automobile Request System ("CARS") to provide Motor Vehicle inventory and configuration information as well as Motor Vehicle sales quotes to eligible purchasers, Enterprise Services, on behalf of the State of Washington, as part of a competitive governmental procurement, issued Competitive Solicitation No. 28423 dated August 5, 2024, for Motor Vehicles.

C. The Competitive Solicitation was designed to result in Contract awards by specified Contract Categories in which bidders could bid on any or all specified Contract Categories for specified Motor Vehicle manufacturers in which bidders could bid on any or all specified manufacturers for which bidder is an authorized dealer. Eligible purchasers could purchase included specified Motor Vehicles from awarded bidders, through CARS, using the terms and conditions of the Contracts.

D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-stated Contract Category(ies) and above-stated Vehicle Manufacturer).

E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Contract is twenty-four (24) months, commencing January 5th, 2025, and ending January 5, 2027; *Provided*, however, that if the Contractor is not in default and if, by July 1, 2026, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for a contract extension, Enterprise Services may extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months; and *Provided further*, that if Contractor is not in default and if, by July 1, 2028, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services again may extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months. Such extension amendment(s), if any, shall be on the same terms and conditions as set forth in this Contract. To earn a performance-based Contract term extension, the Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. *See Exhibit C – Insurance Requirements* at § 4.
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). *Note*: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. *Note*: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.

2. **ELIGIBLE PURCHASERS.** This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

   2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

   2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who also receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those specified Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.

(a) Goods. For purposes of this Contract, "Goods" means all Motor Vehicles, ancillary parts, accessories, components and other items included within *Exhibit A – Included Goods/Services* purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(b) Services. For purposes of this Contract, "Services" means all services of any nature included within *Exhibit A – Included Goods/Services* ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract (see, e.g., *Exhibit A – Included Goods/Services*) and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. PRICE ADJUSTMENT. The Contract prices are the maximum prices the Contractor may charge. Discounts shall remain firm and fixed for the duration of contract. Contractor, however, may request price adjustments on an annual basis by written notice to the Contract Administrator. Price adjustments are to be on a pass-through basis only and must not produce a higher profit

margin for Contractor than that established by the original Contract pricing. Such price adjustment requests must include supporting documentation such as price increases at the manufacturer's level. Consideration of price increases will be at the sole discretion of Enterprise Services. If a price adjustment is approved in part or in full, the resulting new Contract pricing will be implemented through a Contract Amendment. Contractor may not make Contract performance or extensions contingent on price adjustments.

3.4. PRICE CEILING. Although Contractor may offer higher discounts to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and Services at no lesser discount than the discounts set forth in *Exhibit B – Prices for Goods/Services*.

3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against 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.

4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.8. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

4.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

4.11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and

accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.12. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.13. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.

4.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.

4.17. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

4.18. AUTHORIZED DEALER. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is an authorized dealer for each Motor Vehicle manufacturer identified in *Exhibit A – Included Goods/Services*.

5. QUALITY; WARRANTY; REMEDIES.

5.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and

descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-

conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, and/or local regulatory requirements applicable to the Goods and/or Services.

6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services pursuant to this Contract.

6.3. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of incidents.

6.4. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.

6.5. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

7. SUBCONTRACTORS.

7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and

ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

7.2. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Motor Vehicles from this Contract, consistent with the terms hereof and by using Washington's Contract Automobile Request System (CARS), administered by Enterprise Services ("Purchaser Order"). All order documents must reference the Contract number. The features and functions of the secure website created for use by eligible Purchasers under this Contract shall include the following:

- Access by standard web browsers-Contract Automobile Request System (CARS);
- Unique Purchaser/customer identifying log-in capabilities;
- Product information such as unit of measure, item status, price description, and photos;
- Item status inquiry functionality that provides stock availability;
- Order tracking;
- Help functionality;
- Reflect current catalog/price list and Contract pricing;
- Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract; and
- Shall not include any items that are specifically excluded from this Contract.

8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

(a) For purposes of this Contract, 'delivery,' 'deliveries,' and/or 'deliver' means:

(i) Contractor arranged private or common carrier transport of Motor Vehicle(s);

(ii) Contractor transport or driving Motor Vehicles to Purchaser's specified delivery location; *Provided*, however, that Purchaser's delivery location must be specified in advance in the Purchase Order; and *Provided further*, that Contractor must use commercially reasonable efforts to

minimize the number of Motor Vehicle odometer miles and, in the event that the Motor Vehicle's odometer registers more than two hundred and fifty (250) odometer miles in excess of the shortest distance between Contractor's dealership and Purchaser's delivery location, Purchaser, at its option, may require Contractor to deduct $0.50 per excess mile from the applicable invoice and payment. Contractor must comply with the manufacturer's break-in requirements; or

(iii) At Purchaser's option, Purchaser receipt of the Motor Vehicle at Contractor's dealership.

(b) Contractor shall ensure that Motor Vehicle deliveries occur as specified in Purchaser's Purchase Order.

(i) Deliveries pursuant to section 8.2(a)(i) and (ii) shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor. Contractor shall provide advance notice of planned delivery to Purchaser no less than one full business day prior to planned delivery.

(ii) Deliveries pursuant to section 8.2(a)(iii) shall occur during Contractor's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.

(c) Contractor shall deliver Motor Vehicles purchased pursuant to this Contract, at Contractor's expense, FOB Purchaser's specified delivery location with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each delivery and clearly identify all contents and any backorders.

(e) Motor Vehicles in stock must be delivered within fourteen (14) calendar days after Contractor' receipt of Purchaser's Order or Contractor's receipt of the Motor Vehicle from the manufacturer; *Provided*, however, orders for Motor Vehicles that require post-manufacturer dealer (Contractor) installed OEM Options, Accessories, or Implements shall be delivered within thirty (30) calendar days after Contractor's receipt of the Motor Vehicle from the manufacturer.

(f) Contractor shall ensure that all Motor Vehicle deliveries result in Purchaser's receipt of a Motor Vehicle containing no less than one-quarter (1/4) tank of proper fuel as indicated by the fuel gauge at the time of delivery.

(g) Prior to delivery, Contractor shall perform the standard Manufacturer's Pre-Delivery Inspection. Contractor is responsible for delivering a Motor Vehicle that is properly serviced, clean, and in first class operating condition. Prior to delivery, Contractor, at a minimum, shall:

- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
- Check all fluid levels and assure proper fill;
- Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);
- Inflate tires (including any spares) to proper pressures;
- Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- Clean Motor Vehicle, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
- Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.

(h) All Motor Vehicles shall be delivered with each of the following applicable documents completed and included:

- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
- Copy of Purchaser's Purchase Order;
- Copy of the applicable Contract specification(s) and Price Sheet information;
- Copy of the Manufacturer's Invoice(s) for each Motor Vehicle, including individual Representative Model, OEM Options, and Identified Aftermarket Options, in the shipment;
- Manufacturer's Window Sticker(s), if applicable;
- Manufacturer's Certificate of Origin, if applicable;
- Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
- Copy of the Manufacturer's Standard Warranty Certifications;
- Sales Tax Exemption Form, if applicable;
- Temporary Tag and twenty (20) day Extension Tag, if applicable; and Application for Certificate of Title and Vehicle Registration, if applicable.

(i) Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by Contractor to include the above

properly completed forms and publications, or that have submitted altered forms to Purchasers shall constitute breach of Contract and such default shall be a basis for Contract termination.

(j) The requirements, terms, and conditions set forth herein also apply to the re-delivery of any Motor Vehicle that previously was rejected upon initial delivery.

(k) Motor Vehicles requiring post-Manufacturer, Dealer installed OEM Options and Identified Aftermarket Options must be delivered within thirty (30) calendar days after Contractor's receipt of such Motor Vehicles from the Manufacturer(s).

8.3. PURCHASER INSPECTION AND ACCEPTANCE. Motor Vehicles purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval. Purchaser reserves the right to reject and refuse acceptance of Motor Vehicles that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Motor Vehicles at the time of delivery, Purchaser promptly shall notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any damaged Motor Vehicles or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Motor Vehicles from final payment. Payment for any Motor Vehicles under such Purchase Order shall not be deemed acceptance.

(a) Purchaser, within three (3) business days of delivery, shall thoroughly inspect the Motor Vehicle for acceptability.

(i) Purchaser shall compare the Motor Vehicle; Contract prices, discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure that the Motor Vehicle meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Purchase Order.

(ii) Purchaser shall inspect the Motor Vehicle for any physical damage. Contractor is obligated to correct any errors or damage pertaining to the Motor Vehicle. Purchaser's failure to discover an error or damage pertaining to the Motor Vehicle shall not relieve Contractor from its obligation to correct the error or damage.

(b) Contractor shall be responsible for filing, processing, and collecting all damage claims. Purchaser shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and Contractor;
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged Motor Vehicle; and
- Provide Contractor with a copy of the carrier's bill of lading and damage inspection report.

(c) Delivery does not constitute acceptance for purposes of payment. Final acceptance and authorization of payment shall be given by Purchaser only after Purchaser's inspection indicates that the Motor Vehicle is undamaged and meets the Contract requirements, specifications, terms, and conditions. In the event that the Motor Vehicle is damaged or differs in any respect from the Contract requirements, specifications, terms, and conditions, Purchaser may withhold payment until such time as Contractor corrects the error and/or damage.

(d) In the event that the Motor Vehicle requires service or adjustments to correct the error and/or damage, Contractor either shall (i) remedy the defect; or (ii) be responsible for reimbursing the Manufacturer's local service dealer or qualified entity selected by Purchaser to remedy the defect. Contractor shall initiate such required service or adjustments within two (2) business days following notification by Purchaser. The Motor Vehicle shall not be accepted until all service and/or adjustments are satisfactory and the Motor Vehicle is re-delivered in acceptable condition. The costs of any transportation and delivery or any re-deliveries due to error or damage shall be Contractor's responsibility.

(e) Purchaser shall notify Enterprise Services in writing of any Contract deviation that it cannot resolve with Contractor. Enterprise Services and Purchaser shall develop a corrective action plan related to the Contract deviation, which may include Purchaser's permanent refusal to accept the Motor Vehicle, in which case the Motor Vehicle shall remain the property of Contractor, and Purchaser and the State shall not be liable for payment for any portion thereof.

8.4. MOTOR VEHICLE COMPLIANCE AND COMPATIBILITY.

(a) Contractor shall ensure that the Motor Vehicles delivered are compliant with this Contract and Purchaser's Purchase Order. Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Purchaser are fully compatible with each other.

(b) In the event any ordered Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by Purchaser to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, Contractor shall, at Purchaser's discretion, be required to do one of the following:

- Install or repair the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components.
- Replace the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options and their respective features, equipment, and components.
- Refund the purchase price of the applicable Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options to the Eligible User

(c) Any changes necessary after the delivery of the Vehicle / Commodities that are required to bring a Vehicle / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

(d) Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing using CARS. Such invoices shall itemize the following:

- Contract No. 28423;
- Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- Contractor's Federal Tax Identification Number;
- Date(s) of delivery;
- Applicable Goods and/or Services;
- Invoice amount; and
- Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

9.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment shall not be considered late if a check or warrant is mailed within the time specified.

9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.

9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Contract 28423 Manager	Attn: Austin Harvey
Washington Dept. of Enterprise Services	Corwin of Pasco
PO Box 41411	1225 Autoplex
Olympia, WA 98504-1411	Pasco WA 99301
Tel:(360) 407-2212	Tel: (509) 316-7221
Email: DESContractsTeamMaple@des.wa.gov	Email: aharvey@corwinauto.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Legal Services Manager	Attn: Pam Pedro
Washington Dept. of Enterprise Services	Corwin of Pasco

PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

1225 Autoplex
Pasco WA 99301
Email: ppedro@cdtwinauto.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0125.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;
- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser; and
- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

12. RECORDS RETENTION & AUDITS.

12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that

Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.

13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.

14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or

bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.

16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report quarterly contract sales;

(c) Contractor fails to timely pay the vendor management fees when due;

(d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or

(e) Contractor breaches any representation or warranty provided herein.

16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

(a) Upon the mutual written agreement of the parties to the Purchase Order;

(b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or

(c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

18.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

18.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

18.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

19. GENERAL PROVISIONS.

19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

19.3. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

19.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations,

representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

19.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

19.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

19.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

19.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

19.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

19.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

19.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any

applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.

19.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

19.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

19.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

19.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

19.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

19.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

19.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

19.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

19.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

19.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

19.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
Elena McGrew
Its: Enterprise Procurement Manager

CORWIN OF PASCO, LLC
A North Dakota Limited Liability Company

By: Pamela Pedro
Type Name Pamela Pedro
Its: Title Controller

INCLUDED GOODS/SERVICES

Category 1: Police Vehicles (Patrol Car, SUV, Motorcycle, other vehicles)

Model Name	Model Number	Description
POLICE INTERCEPTOR	K8A	EXPLORER SUV
POLICE RESPONDER	W1P	F-150
Category 4: Vans (Passenger, Cargo, Cutaway/Chassis)		
Model Name	**Model Number**	**Description**
E TRANSIT	W1Y	ELECTRIC VAN
TRANSIT 150	E1Y	LOW ROOF STD
TRANSIT 250	R1Y	LOW ROOF STD
TRANSIT 350	W1Y	LOW ROOF STD
TRANSIT PASSENGER	X2Y	LOW ROOF 12 PASS
Category 5: Sport Utility Vehicles (Small, Mid-Size, Large)		
Model Name	**Model Number**	**Description**
BRONCO SPORT	R9B	COMPACT SUV
ESCAPE	U9G	4WD COMPACT SUV
EXPLORER	K8D	4WD MID SUV
EXPEDITION	U1G	4WD FULL SIZE SUV
MACH E	K1S STANDARD RANGE	E4WD ELECTRIC SUV
Category 6: Light Duty Pickup Trucks (Class 1/2/3)		
Model Name	**Model Number**	**Description**
MAVERICK	W8A	2WD COMPACT TRUCK
RANGER		4WD MID TRUCK
LIGHTNING	W1B	E4WD ELECTRIC TRUCK
F-150	F1K	2WD FULL TRUCK
F-150	F1L	4WD FULL TRUCK
F-250	F2A	2WD FULL TRUCK
F-250	F2B	4WD FULL TRUCK
F-350	F3A	2WD FULL TRUCK
F-350	F3B	4WD FULL TRUCK
Category 7: Medium Duty Pickup Trucks (Class 4/5/6)		

Model Name	Model Number	Description
F-450	F4D	4WD FULL TRUCK DRW
Category 8: Chassis Cab and Cutaway Trucks (Class 3/4/5/6)		
Model Name	**Model Number**	**Description**
F-350 CHASS	F3G	2WD CHASS
F-350 CHASS	F3H	4WD CHASS
F-450 CHASS	F4G	2WD CHASS
F-450 CHASS	F4H	4WD CHASS
F-550 CHASS	F5G	2WD CHASS
F-550 CHASS	F5H	4WD CHASS
F-600 CHASS	F6K	2WD CHASS
F-600 CHASS	F6L	4WD CHASS

A. All Motor Vehicles, including all Base Vehicles; OEM Options, equipment, and components, shall comply with the following:

1. All Motor Vehicles shall be designed, constructed, equipped, assembled, and installed (OEM do not include installation) to be fully suitable for their intended use, purpose, and service. No alterations may be made to a motor vehicle which prohibits the required equipment on the vehicle from performing as intended.
2. All Vehicles shall be new and unused for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction.
3. All Vehicles shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered.
4. All Vehicles shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications.
5. All Vehicles shall be free of damage and / or rust which may affect appearance or serviceability.
6. All Vehicles shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry.
7. All Vehicles shall comply with current mandatory and applicable federal and State of Washington motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements.
8. New technology motor vehicles shall be added as required by the State and pricing will be at the sole discretion of the Contract Administrator and through written mutual agreement.

B. No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM &

Replacement Parts; and their components. Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted on the respective vehicles if such advertising or identification is a Manufacturer's standard on the specific vehicle. Enterprise Services in its sole discretion shall determine what is Contractor's or Dealer's advertising or identification, what is Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

C. **Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination**.

Installation

A. Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the installation shall be new and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location.

B. If installing at a Purchaser's site, Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Purchasers and their employees and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Body Transfer and 3rd Party Body Installations

A. In the event the Purchaser chooses to purchase a cab and chassis or cutaway van separately, the contractor must: facilitate obtaining the required Manufacturer Certified Certificate; perform Manufacturer required pre-delivery inspection; and ensure all proper tag and title documents are present pursuant to Washington license requirements. The final Manufacturer of the vehicle must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the base vehicle price however; an additional cost may occur for installation by the Contractor or Body Upfitter. The installation cost may vary due to the vehicle body configuration however, the price should be included on the purchase order form from the Contractor.

Options (OEM or Aftermarket), Features, and Components

A. All Representative Models, OEM options, Aftermarket Options must be manufactured by a recognized manufacturer. Where a Model is specified for an OEM option, Feature, or Component, only the specified Model may be offered and provided. All Options, Features, and Components, either Manufacturer, Port, or Dealer installed, must be new and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Department approval. All OEM Options, Aftermarket Options, Features, and Components of the Model, as specified by Enterprise Services and ordered by the Purchaser, shall be fully assembled and installed by the Motor Vehicle Manufacturer, except as follows:

B. If the Option, Feature, or Component is specified as a Port installed Option or Dealer installed Option by the Motor Vehicle Manufacturer; or

C. If the Option, Feature, or Component is not available from the Motor Vehicle Manufacturer, the Option, Feature, or Component may be assembled by its respective Manufacturer and installed by the Contractor.

Luxury or Sport Vehicles or Features

A. Unless otherwise indicated within the individual Representative Model, OEM Option, or Identified Aftermarket Option Specification, no luxury or sports vehicles will be considered or permitted. Enterprise Services, in its sole determination, shall determine what constitutes a luxury or sport Vehicle. To date, Enterprise Services has determined: luxury or sports vehicle brands shall include, but are not limited to, the following brands, types and components:

B. Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW(**except I3**), Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz (**except Sprinter Vans**), Pagani, Porsche, Rolls-Royce, Spyker, Tesla (**except Model 3**) and Volvo.

C. Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

D. Leather upholstery (seats or interior), sunroofs and moon roofs.

E. New technology vehicles (electric and plug-in) eligible for federal and/or state tax credit shall be reviewed by the contract administrator and may be added in accordance with all State and Federal laws.

Federal and State Standards

A. It is the intent of Enterprise Services that all specifications herein are in full and complete compliance with all federal and State of Washington laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Washington laws, requirements, and regulations that apply to the type and class of Vehicles and contractual services being provided. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor and Dealer shall contact the Contract Administrator immediately.

Acceptable Publications

A. Enterprise Services may request and the Contractor shall provide, within three (3) business days of any request, acceptable and supporting information or documentation relative to its product. Acceptable and supporting information or documentation includes, but is not limited to:

(1) Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or Department approved equivalent)

(2) MSRP list. The MSRP and MSRP list may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the solicitation and resulting contract.

(3) Manufacturer's Standard Warranties

(4) The Manufacturer's official fleet or retail websites.

B. During the Term of the Contract, the Contractor shall supply printed Sales Literature and Technical Information to Purchasers upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Eligible User to its specific website location.

Manufacturer's Last Order Date, Production Notification, and Vehicle Change

A. The Manufacturer's Last Order Date is the final date on which the Manufacturer stops producing the model year of a Vehicle which meets the requirements, specifications, terms, and conditions of the Contract.

B. The Contractor shall notify Enterprise Services of a contracted Vehicle Manufacturer's Last Order Date in writing (email accepted) and received by the Contract Administrator no later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer gives less than thirty (30) calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify by email or telephone, the Contract Administrator no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Contract Administrator upon request. Upon notification of Manufacturer's Last Order Date, Enterprise Services may unilaterally update the applicable Manufacturers' Last Order Date, fields within the Price Sheets, as it deems is in the best interest of the State and will best assist Purchasers.

C. Contractor shall immediately notify the ordering Purchaser representative(s) of the Manufacturer's Last Order Date by contacting the contract administrator and placing comments in CARS. Upon receipt of the required notification and comments in CARS of the Manufacturer's Last Order Date, the Purchaser may cancel the Purchase Order without penalty, or maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. All Purchase Orders received and maintained after proper Purchaser notification of a Manufacturer's Last Order Date shall be subject to awarded vehicle availability.

D. After the Manufacturer's Last Order Date, the Contractor may provide, the new model year of the awarded Vehicle, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions.

E. If the Contractor wishes to replace any awarded vehicle on the Contract with another vehicle due to a result of a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the Price / Model Update Form (Exhibit C), to reflect the intended replacement vehicle to Enterprise Services for consideration. The intended replacement vehicle must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the intended replacement vehicle offered must be at the same or lower than current discounted price. While vehicle updates or replacements may be offered at any time during the contract duration; all price updates shall be submitted in accordance to Exhibit C of (Price Worksheet). The Contractor shall provide any documents necessary for Enterpriser Services to fully evaluate the Contractor's

request. Enterprise Services, at its sole discretion, will accept or reject the intended replacement vehicle offered. If Enterprise Services rejects the intended replacement vehicle offered, or if there is no intended replacement vehicle offered for an awarded, Enterprise Services may, at its sole discretion, (1) delete the award; or (2) delete the award and award the vehicle to the next lowest responsive and responsible Contractor.

F. After award, new, improved, or updated products may become available. Contractors will be allowed to request to substitute items, within their awarded categories. Substituted items must meet or exceed contract specifications, terms and conditions, including MSRP discount. Approval of substitutions and pricing will be at the sole discretion of the Contract Administrator and will be made effective through written amendment with mutual agreement.

PRICES FOR GOODS/SERVICES

FORD

Police Vehicles (Patrol Car, SUV, Motorcycle, other vehicles)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
POLICE INTERCEPTOR	K8A	EXPLORER SUV	$ 44,971.00	$ 49,515.00	9.18%
POLICE RESPONDER	W1P	F-150	$ 46,801.00	$ 51,610.00	9.32%
Average Discount for Category 1					9.25%
Category 4: Vans (Passenger, Cargo, Cutaway/Chassis)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
E TRANSIT	W1Y	ELECTRIC VAN	$ 49,682.00	$ 53,585.00	7.28%
TRANSIT 150	E1Y	LOW ROOF STD	$ 44,854.00	$ 48,805.00	8.10%
TRANSIT 250	R1Y	LOW ROOF STD	$ 45,607.00	$ 49,750.00	8.33%
TRANSIT 350	W1Y	LOW ROOF STD	$ 46,739.00	$ 51,005.00	8.36%
TRANSIT PASSENGER	X2Y	LOW ROOF 12 PASS	$ 52,090.00	$ 56,840.00	8.36%
Average Discount for Category 4					8.09%
Category 5: Sport Utility Vehicles (Small, Mid-Size, Large)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
BRONCO SPORT	R9B	COMPACT SUV	$ 29,573.00	$ 31,590.00	6.38%
ESCAPE	U9G	4WD COMPACT SUV	$ 28,501.00	$ 30,890.00	7.73%
EXPLORER	K8D	4WD MID SUV	$ 39,444.00	$ 43,350.00	9.01%
EXPEDITION	U1G	4WD FULL SIZE SUV	$ 54,278.00	$ 59,655.00	9.01%
MACH E	K1S STANDARD RANGE	E4WD ELECTRIC SUV	$ 40,663.00	$ 45,490.00	10.61%
Average Discount for Category 5					8.55%

Category 6: Light Duty Pickup Trucks (Class 1/2/3)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
MAVERICK	W8A	2WD COMPACT TRUCK	$ 26,503.00	$ 27,890.00	4.97%
RANGER		4WD MID TRUCK	$ 35,231.00	$ 37,960.00	7.19%
LIGHTNING	W1B	E4WD ELECTRIC TRUCK	$ 46,196.00	$ 49,875.00	7.38%
F-150	F1K	2WD FULL TRUCK	$ 36,719.00	$ 39,245.00	6.44%
F-150	F1L	4WD FULL TRUCK	$ 42,207.00	$ 45,920.00	8.09%
F-250	F2A	2WD FULL TRUCK	$ 43,679.00	$ 47,295.00	7.65%
F-250	F2B	4WD FULL TRUCK	$ 45,598.00	$ 50,085.00	8.96%
F-350	F3A	2WD FULL TRUCK	$ 44,748.00	$ 48,590.00	7.91%
F-350	F3B	4WD FULL TRUCK	$ 46,841.00	$ 51,390.00	8.85%
Average Discount for Category 6					7.49%
Category 7: Medium Duty Pickup Trucks (Class 4/5/6)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
F-450	F4D	4WD FULL TRUCK DRW	$ 58,907.00	$ 65,260.00	9.73%
Average Discount for Category 7					9.73%
Category 8: Chassis Cab and Cutaway Trucks (Class 3/4/5/6)					
Model Name	**Model Number**	**Description**	**Base Price**	**MSRP**	**MSRP Discount %**
F-350 CHASS	F3G	2WD CHASS	$ 58,011.00	$ 64,145.00	9.56%
F-350 CHASS	F3H	4WD CHASS	$ 52,573.00	$ 57,150.00	8.01%
F-450 CHASS	F4G	2WD CHASS	$ 61,790.00	$ 68,485.00	9.78%
F-450 CHASS	F4H	4WD CHASS	$ 55,948.00	$ 60,890.00	8.12%
F-550 CHASS	F5G	2WD CHASS	$ 62,207.00	$ 68,835.00	9.63%

F-550 CHASS	F5H	4WD CHASS	$ 56,207.00	$ 61,245.00	8.23%
F-600 CHASS	F6K	2WD CHASS	$ 63,878.00	$ 70,495.00	9.39%
F-600 CHASS	F6L	4WD CHASS	$ 57,667.00	$ 62,905.00	8.33%
Average Discount for Category 8					8.88%

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. Workers' Compensation Insurance. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. Employers' Liability (Stop Gap) Insurance. Employers' liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

    d. Commercial Automobile Liability Insurance. Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than $1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

    The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

   Email: procurementconsulting@des.wa.gov
   Note: The Email Subject line must state:
   Contract Insurance Certificate – Statewide Contract No. 28423 – Motor Vehicles

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	28423
Corwin of Pasco 1225 N Autoplex Way Pasco, WA 99301	Amendment No.:	1
	Effective Date:	2/1/2025

FIRST AMENDMENT

TO

CONTRACT NO. 28423

MOTOR VEHICLES

This first Amendment ("Amendment") to Contract No. 28423 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Corwin of Pasco, LLC, DBA Corwin Ford Tri Cities, a Washington Limited liability Company ("Contractor") and is dated as of February 1, 2025.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 28423 dated effective as of 1/13/2025 ("Contract").

B. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. PRODUCT CHANGES. The Contract shall allow for the addition or removal of products available from the Contractor. The following language is being added to the Contract:

> 3.5 MODEL ADDITION AND DELETION. The contractor may add new models and or delete the old ones from the price list and CARS system to implement new vehicle solutions by sending an updated price list to the Contract Administrator for review and approval. New models added to the Contract must be commercially available at the time they are added to the Contract and fall within the original scope and intent of the Contract. The contractor may delete models no longer available on the Contractor's commercial price list and not in use by any Purchaser from the Statewide Contract. No new manufacturers are to be added.

2. Subsequent to the previous change, the former Section 3.5 CONTRACT INFORMATION becomes Section 3.6.

3. Section 8.2 DELIVERY REQUIREMENTS.

Section 8.2(c) has been amended as follows:

(c) ~~Contractor shall deliver Motor Vehicles purchased pursuant to this Contract, at Contractor's expense, FOB Purchaser's specified delivery location with all transportation and handling charges included.~~ The contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to the Purchaser's fault or negligence.

(l) Section 8.2(l) has been added as follows:

Shipping and delivery must be included in CARS quotes as a separate line item.

4. Section 9.5 NO ADDITIONAL CHARGES.

Unless otherwise specified herein, the Contractor shall not include or impose any additional charges including, but not limited to, ~~charges for shipping,~~ handling, insurance, or payment processing.

5. Section 11.3 ANNUAL CONTRACT SALES REPORT.

Section 11.3 ANNUAL CONTRACT SALES REPORT has been removed in its entirety.

~~11.3. ANNUAL CONTRACT SALES REPORT. The contractor shall provide Enterprise Services with a detailed annual Contract sales report. Such report shall include, at a minimum, the following:~~

- ~~The Goods and/or Services sold (including, as applicable, item number or other identifier);~~
- ~~Per unit quantities sold;~~
- ~~Items and volumes purchased by Purchaser;~~
- ~~Shipment/delivery locations by Purchaser; and~~
- ~~Contract price.~~

~~This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.~~

6. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

7. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

8. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

9. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

10. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

INSERT NAME OF CONTRACTOR,
A _____

By: Pamela Pedro
Name: Pamela Pedro
Title: Controller
Date: 1/24/25

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Nina Mesihovic
Name: Nina Mesihovic
Title: Enterprise Contract & Procurement Specialist 3
Date: 1/28/25

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	28423
Corwin of Pasco 1225 N Autoplex Way Pasco, WA 99301	Amendment No.:	2
	Effective Date:	2/17/2025

SECOND AMENDMENT

TO

CONTRACT NO. 28423

MOTOR VEHICLES

This second amendment ("Amendment") to Contract No. 28423 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Corwin of Pasco, LLC, DBA Corwin Ford Tri Cities, a Washington Corporation ("Contractor") and is dated as of February 17, 2025.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 28423 dated effective as of 1/5/2025 ("Contract").

B. The Parties previously amended the Contract once:
   - Amendment 1 – Model Addition, Delivery Requirements, Annual reporting, Dated February 1, 2025.

C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. The following language is being added to the Contract:

> 3.3 PRICE ADJUSTMENT. The Contract prices are the maximum prices the Contractor may charge. Discounts shall remain firm and fixed for the duration of the contract, unless they increase or until the vehicle has been sold or removed from the CARS system. Contractor, however, may request price adjustments on an annual basis by written notice to the Contract Administrator. Price adjustments are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Contract

pricing. Such price adjustment requests must include supporting documentation such as price increases at the manufacturer's level. Consideration of price increases will be at the sole discretion of Enterprise Services. If a price adjustment is approved in part or in full, the resulting new Contract pricing will be implemented through a Contract Amendment. Contractor may not make Contract performance or extensions contingent on price adjustments.

2. PRODUCT CHANGES. The Contract shall allow for the addition or removal of in-stock and subsequent model products available from the Contractor. The following language is being added to the Contract:

3.5 MODEL ADDITION AND DELETION

a. MODEL ADDITION AND DELETION - SUBSEQUENT MODELS THE CONTRACTOR BID ON.
The contractor may add new models for the upcoming year, and or delete the old ones from the price list and CARS system, to implement new vehicle solutions by sending an updated price list to the Contract Administrator for review and approval. Subsequent model years for the same model will be eligible for order under this contract, provided the MSRP discount remains the same, or greater in future years (Exhibit C – Bid Price of Solicitation). New models added to the Contract must be commercially available at the time they are added to the Contract and fall within the original scope and intent of the Contract.

b. MODEL ADDITION AND DELETION – IN-STOCK OPTIONS. The contractor may add in-stock models, and they must be designated as such in the CARS system. In-stock vehicles are vehicles immediately available for sale. The contractor may add all vehicles for the same awarded manufacturer in the awarded category. The discount provided for in-stock models added, in the same category, cannot be lower than the lowest discount that the Contractor bid on, in the same category. (*For example: If you bid on four vehicles in Category 1, for the same manufacturer,*

1. *Vehicle 1 7.35% discount*
2. *Vehicle 2 4.57 % discount*
3. *Vehicle 3 6.00% discount*
4. *Vehicle 4 5.98% discount*

the discount for the In-Stock models added in the same category, by the same manufacturer, cannot be lower than 4.57%.) Discounts shall remain firm and fixed for the duration of the contract, unless they increase or until the vehicle has been sold or removed from the CARS system per Section 3.3 PRICE ADJUSTMENT.

3. USING THE CONTRACT - PURCHASES. The following section has been added to the Contract:

> 8.1 PURCHASER ORDER.
>
> Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practical, the Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order or Vehicle Buyer Agreements, and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

6. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

7. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

INSERT NAME OF CONTRACTOR,
A _____

By: _____
Name: Pamela Pedro
Title: Controller
Date: 2/14/25

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Nina Mesihovic
Name: Nina Mesihovic
Title: Enterprise Contract & Procurement Specialist 3
Date: 2/18/25

CITY OF Vancouver WASHINGTON

Staff Report: 055-25

To: Mayor and City Council
From: City Manager
Date: March 17, 2025

Subject
Grant for Level 2 Energy Audits at Tier 1 Buildings

Key Points
- The Association of Washington Cities (AWC) recently awarded the City $167,150 in reimbursable grant funds.
- This grant will fund Level 2 ASHRAE Energy Audits for City Hall and Firstenburg Community Center. These buildings are required to receive Level 2 Audits to comply with Washington Clean Building Performance Standards. Failure to complete these audits may result in future fines.
- No local match or ongoing costs associated. All project costs will be reimbursed by this grant.

Strategic Plan Alignment
Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation
AWC has awarded the City $167,150 in reimbursable grant funds to cover energy audits for both of Vancouver's Tier 1 buildings. All costs for this work will be reimbursed, resulting in a net $0 to the City. The budget for the grant award will be submitted in the Spring Supplemental.

Advantage(s)
1. AWC grant funding will support foundational energy savings measures that are not currently funded in the City's budget.
2. This grant requires no local match or ongoing expenses.

Challenge(s)
None

Budget Impact
There is no local funding match or ongoing subsidy required, and no net impact to the General Fund.

Prior Council Review
None

Action Requested
On Monday, March 17, 2025, authorize the City Manager, or designee, to finalize and execute the grant agreement, No. EAG25-11, accepting grant funding for the AWC Energy Audit Grant Program for Energy Audits of City-owned Tier 1 and Tier 2 covered buildings.

Staff Contact
Wyatt Jones, Capital Projects Project Manager, Wyatt.Jones@cityofvancouver.us

Attachments:
1. Presentation
2. Energy Audits Subgrantee Agreement



CITY OF Vancouver WASHINGTON

AWC Energy Audit Grant

Wyatt Jones

Capital Projects Manager - Facilities

General Services

3/17/2025



Background

- Washington State Legislature passed HB1257 and HB5722
- Goal is to reduce GHG emissions from residential and commercial buildings.

What's Required

- Requires Level 2 Energy Audits for "Tier 1" Buildings before June 1, 2027*
- Vancouver has (2) Tier 1 buildings

    1. City Hall
    2. Firstenburg CC

- These buildings are required to receive Level 2 audits by State Law.
- No funding has been allocated for these audits in the 25/26 biennium budget.







The AWC Energy Audit Grant

- The Department of Commerce tasked the AWC with distributing grants to assist cities in completing these costly audits.
- This grant reimburses all associated costs with the Level 2 audits.
- No local matching or ongoing costs associated with this award.
- **City of Vancouver staff successfully applied to the AWC Energy Audit Grant Program**











Next Steps

- Accept resolution, granting the City Manager the ability to accept the grant agreement.
- Perform energy audits before June 30, 2025
- Work further towards the City's Climate Goals

Questions?



Thank You



Subgrant Agreement with

[CITY NAME]

through

AWC Energy Audit Grant Program

Subgrant Number: [GRANT NUMBER]

For

[PROJECT DESCRIPTION]



The Energy Retrofits and Solar Power for Public Buildings program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

Please enter start date of grant

Subgrant Number: [SUBGRANT #]

AWC Energy Audit Grant Program

1. Subgrantee	2. Subgrantee Doing Business As (as applicable)
3. Subgrantee Representative	**4. AWC Representative**

5. Subgrant Amount	6. Start Date	7. End Date
8. Tax ID #		

9. Subgrant Purpose

The purpose of the grant is to:

- Assist cities who own Tier 1 and Tier 2 covered buildings in completing energy audits.
- Collect data on the costs for cities to comply with the state's Clean Buildings Performance Standard (CBPS).

AWC and the Subgrantee, as defined above, acknowledge and accept the terms of this Subgrant and attachments and have executed this Subgrant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subgrant are governed by this Subgrant and the following other documents incorporated by reference: Subgrantee General Terms and Conditions including Attachment "A" – Scope of Work; Attachment "B" – Budget & Budget Narrative; Attachment "C" – Reporting Requirements.

This Subgrant shall be effective upon signature by both Parties ("Start Date"). The term ("Term") of this Subgrant shall begin on the Start Date and end on the End Date. This Subgrant shall remain in effect until such time as it is terminated as provided herein.

FOR SUBGRANTEE	FOR AWC
[APPROVER]	**Deanna Dawson, CEO**
Date	Date

Special terms and conditions

1. SUBGRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Subgrant.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subgrant.

The Representative for the Subgrantee and their contact information are identified on the Face Sheet of this Subgrant.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

This Subgrant is funded through grant funds provided to the AWC from the Washington State Department of Commerce ("Commerce") from Washington's Climate Commitment Act ("CCA") appropriated pursuant to Sec. 1002. 2023 c 474 s 1007, providing funding for 2023-25 Energy Retrofits and Solar Power for Public Buildings to the AWC to fund energy audits on city-owned tier 1 and tier 2 covered buildings and collect and manage data on the costs for cities to comply with the requirements of RCW 19.27A.210 and 19.27A.250. This Subgrant is funded in whole by funds provided to AWC under the CCA pursuant to Commerce Grant Number 24-92601-012, dated July 29, 2024 (the "Commerce Grant"), as a subgrant of the Commerce Grant,

Subgrantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Subgrantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Subgrant, shall contain the following statement:

> "The Energy Retrofits and Solar Power for Public Buildings program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Subgrantee agrees to ensure coordinated CCA branding on work completed by or on behalf of the Subgrantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre- and during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CCA funding through a generally visible decal.

3. COMPENSATION

Funds under this Subgrant may only be used to pay for eligible services described in the AWC-approved Scope of Work (Attachment A). AWC shall pay, solely from and to the extent of funds received from Commerce under the Commerce Grant, an amount not to exceed [AMOUNT] for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work (Attachment A), within the Budget (Attachment B). Subgrantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget (Attachment B). If Subgrantee is unable to meet the requirements of this Subgrant for any reason during the Term of the Subgrant, the Subgrantee shall immediately notify AWC to negotiate a revised Scope of Work and Budget subject to AWC's approval.

In the event state funds appropriated for the Scope of Work contemplated under this Subgrant are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of Commerce, and the parties hereto shall meet and renegotiate the Subgrant accordingly.

AWC makes no commitment of future support of Subgrantee and assumes no obligation for future support of the Scope of Work except as specifically provided for in this Subgrant.

4. BILLING PROCEDURES AND PAYMENT

AWC will pay Subgrantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC. Final invoices for the state fiscal year ending June 30 may be due sooner; AWC will provide notification of the end of fiscal year due date.

The invoice, including any attachments to the invoice, shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. If Commerce requires any additional detail, including any additional documentation, regarding work performed, progress of the project and fees, Subgrantee shall provide such additional detail and documentation. Each invoice shall include a "Cost Certification" of an Authorized Representative of the Subgrantee that invoiced amounts include only eligible amounts under this Subgrant and that Subgrantee has satisfied all requirements in the Scope of Work due to date.

The invoice shall include the Grant Number [NUMBER]. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subgrantee.

AWC may, in its sole discretion, terminate the Subgrant or withhold payments claimed by the Subgrantee for services rendered if the Subgrantee fails to satisfactorily comply with any term or condition of this Subgrant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by AWC.

Duplication of billed costs

The Subgrantee shall not bill AWC for services performed under this Agreement, and AWC shall not pay the Subgrantee, if the Subgrantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed costs

The Subgrantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

AWC may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by AWC of the final report (or completion of the project, etc.).

5. SUBGRANTEE DATA COLLECTION

Subgrantee will submit reports, in a form and format to be provided by AWC, regarding work under this Subgrant performed by subgrantees and the portion of Subgrant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

Subgrantee shall provide reports to AWC as set forth in the Reporting Requirements (Attachment C)

6. SUBGRANTEE'S PROPRIETARY INFORMATION

The Subgrantee acknowledges that AWC is subject to chapter 42.56 RCW, the Public Records Act, and AWC acknowledges that the Subgrantee is subject to Chapter 42.56 RCW, the Public Records Act, and that this Subgrant will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by the Subgrantee to be Proprietary Information must be clearly identified as such by the Subgrantee. To the extent consistent with chapter 42.56 RCW, AWC will maintain the confidentiality of the Subgrantee's information in its possession that is marked Proprietary. If a public disclosure request is made to view the Subgrantee's Proprietary Information, AWC will notify the Subgrantee of the request and of the date that such records will be released to the requester unless the Subgrantee obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Subgrantee fails to obtain the court order enjoining disclosure, AWC will release the requested information on the date specified.

7. INSURANCE

The Subgrantee shall provide insurance coverage as set out in this section or shall provide self-insurance as set forth in Section 8. The intent of the required insurance is to protect AWC should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subgrantee or agents of

either, while performing under the terms of this Subgrant. Failure to maintain the required insurance coverage may result in termination of this Subgrant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name AWC, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subgrantee shall provide AWC thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Subgrantee shall submit to AWC within fifteen (15) calendar days of a written request by AWC, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Subgrant, if required or requested, the Subgrantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Subgrantee shall provide, at AWC's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that AWC will be provided thirty (30) days' advance written notice of cancellation.

The Subgrantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Subgrant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than $1,000,000 per occurrence. Additionally, the Subgrantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Subgrantee shall maintain Cyber Liability Insurance. The Subgrantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Subgrantee and licensed staff employed or under contract to the Subgrant. AWC, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Subgrant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Subgrantee shall maintain Professional Liability or Errors and Omissions Insurance. The Subgrantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Subgrantee and licensed staff employed or under Subgrant to the Subgrantee. AWC, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subgrantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Subgrant shall be $100,000 or the highest of planned reimbursement for the Subgrant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name AWC Commerce as beneficiary.

B. Subgrantees that receive $10,000 or more per year in funding through this Subgrant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name AWC and Commerce as beneficiary.

8. SELF-INSURANCE PROGRAMS

Subgrantees may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subgrant insurance requirements or as is customary to the contractor or Subgrantee's business, operations/industry, and the performance of its respective obligations under this Subgrant.

AWC may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subgrantee provides: (1) a description of its self-insurance program, and

(2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Subgrantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. AWC, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

9. FRAUD AND OTHER LOSS REPORTING

Subgrantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Subgrant immediately or as soon as practicable to the AWC Representative identified on the Face Sheet.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Subgrant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting Requirements

General terms and conditions

1. DEFINITIONS

As used throughout this Subgrant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Subgrantee's duly authorized representative and/or the designee duly authorized in writing to act on such representative's behalf.

B. "AWC" shall mean the Association of Washington Cities.

C. "Subgrant" means the entire written agreement between AWC and the Subgrantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Subgrant shall be the same as delivery of an original.

D. "Subgrantee" shall mean the entity identified on the face sheet performing service(s) under this Subgrant, and shall include all employees and agents of the Subgrantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Agent" shall mean one not in the employment of the Subgrantee, who is performing all or part of those services under this Subgrant under a separate Contract with the Subgrantee. The terms "agent" mean subgrantee/subcontractor(s) in any tier.

2. ACCESS TO DATA

The Subgrantee shall provide access to data generated under this Subgrant to AWC, Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subgrantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Subgrant shall be made by AWC.

4. ALL WRITINGS CONTAINED HEREIN

This Subgrant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subgrant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Subgrant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Subgrantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Subgrant, nor any claim arising under this Subgrant, shall be transferred or assigned by the Subgrantee without prior written consent of AWC.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Subgrant, in the event of litigation or other action brought to enforce Subgrant terms, each party agrees to bear its own attorneys' fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- **i.** All material provided to the Subgrantee by AWC that is designated as "confidential" by AWC;
- **ii.** All material produced by the Subgrantee that is designated as "confidential" by AWC; and
- **iii.** All Personal Information in the possession of the Subgrantee that may not be disclosed under state or federal law.

B. The Subgrantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subgrantee shall use Confidential Information solely for the purposes of this Subgrant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of AWC or as may be required by law. The Subgrantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Subgrantee shall provide AWC with its policies and procedures on confidentiality. AWC may require changes to such policies and procedures as they apply to this Subgrant whenever AWC reasonably determines that changes are necessary to prevent unauthorized disclosures. The Subgrantee shall make the changes within the time period specified by AWC. Upon request, the Subgrantee shall immediately return to AWC any Confidential Information that AWC reasonably determines has not been adequately protected by the Subgrantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Subgrantee shall notify AWC within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Subgrantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Subgrantee must comply with the following minimum requirements:

D. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subgrantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Subgrantees or parties to subcontracts and must comply with Chap. 42,23 RCW. However, Subgrantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subgrantee.

E. If the Subgrantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Subgrantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subgrantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Subgrant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Commerce. Commerce shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Subgrantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to Commerce effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Subgrant, but that incorporate pre-existing materials not produced under the Subgrant, the Subgrantee hereby grants to AWC and Commerce a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subgrantee warrants and represents that the Subgrantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to Commerce.

The Subgrantee shall exert all reasonable effort to advise AWC, at the time of delivery of Materials furnished under this Subgrant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Subgrant. The Subgrantee shall provide AWC with prompt written notice of each notice or claim of infringement received by the Subgrantee with respect to any Materials delivered under this Subgrant. AWC and Commerce shall have the right to modify or remove any restrictive markings placed upon the Materials by the Subgrantee.

12. DISPUTES

In the event that a dispute arises under this Subgrant, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options. In the event that a dispute arises under the Commerce Grant, Subgrant shall cooperate with AWC in resolving the dispute thereunder, providing documentation and other information as requested by AWC. In the event that Commerce seeks to enforce Subgrant's obligations hereunder, Subgrantee shall use its best efforts to amicably resolve such dispute, including use of alternative dispute resolution options.

13. DUPLICATE PAYMENT

AWC shall not pay the Subgrantee, if the Subgrantee has charged or will charge the State of Washington or any other party under any other Subgrant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Subgrant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall indemnify, defend, and hold harmless the state of Washington, Commerce, AWC, agencies of the state and all officials, agents and employees of the state and AWC, from and against all claims for injuries or death arising out of or resulting from the performance of the Subgrant. "Claim" as used in this Subgrant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Subgrantee's obligation to indemnify, defend, and hold harmless includes any claim by Subgrantee's agents, employees, representatives, or any subgrantee or its employees.

The Subgrantee's obligation shall not include such claims that may be caused by the sole negligence of the State or AWC or their agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, AWC or their agents or employees and (b) the Subgrantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subgrantee or its subgrantees, agents, or employees.

The Subgrantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE SUBGRANTEE

The parties intend that an independent Subgrantee relationship will be created by this Subgrant. The Subgrantee and its employees or agents performing under this Subgrant are not employees or agents of the state of Washington, Commerce, or AWC. The Subgrantee will not hold itself out as or claim to be an officer or employee of Commerce, AWC, or of the state of Washington by reason hereof, nor will the Subgrantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Subgrantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Subgrantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Subgrantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, AWC may collect from the Subgrantee the full amount payable to the Industrial Insurance Accident Fund. AWC may deduct the amount owed by the Subgrantee to the accident fund from the amount payable to the Subgrantee by AWC under this Subgrant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subgrantee.

18. LAWS

The Subgrantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Subgrantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Subgrant.

20. LIMITATION OF AUTHORITY

Only the Chief Executive Officer of AWC or the CEO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subgrant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subgrant is not effective or binding unless made in writing and signed by the Authorized Representative and the Chief Executive Officer of AWC or the CEO's delegate.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Subgrant, the SUBGRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: SUBGRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUBGRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUBGRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Subgrant shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Subgrant.

B. Obligation to Cooperate. SUBGRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SUBGRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, AWC or COMMERCE may suspend SUBGRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AWC and COMMERCE receive notification that SUBGRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event SUBGRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AWC or COMMERCE may terminate this Subgrant in whole or in part, and SUBGRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. SUBGRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Subgrant termination or suspension for engaging in discrimination, SUBGRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Subgrant and the replacement or cover Subgrant and all administrative costs directly related to the replacement Subgrant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. SUBGRANTEE may also be required to repay subgrant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. AWC shall have the right to deduct from any monies due to SUBGRANTEE or subcontractor, or that thereafter become due, an amount for damages SUBGRANTEE or subcontractor will owe AWC for default under this provision.

22. PAY EQUITY

The Subgrantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Subgrantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

- **i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
- **ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- **iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Subgrant may be terminated by the AWC, if AWC, Commerce, or the Department of Enterprise Services determines that the Subgrantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Subgrantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Subgrantee agrees not to publish or use any advertising or publicity materials in which the state of Washington, AWC, or Commerce's name is mentioned, or language used from which the connection with the state of Washington's, AWC's or Commerce's name may reasonably be inferred or implied, without the prior written consent of AWC.

25. RECAPTURE

In the event that the Subgrantee fails to perform this Subgrant in accordance with state laws, federal laws, and/or the provisions of this Subgrant, AWC reserves the right to recapture funds in an amount to compensate AWC for the noncompliance (including recaptured amounts AWC is required to provide to Commerce under the Commerce Grant) in addition to any other remedies available at law or in equity.

Repayment by the Subgrantee of funds under this recapture provision shall occur within the time period specified by AWC. In the alternative, AWC may recapture such funds from payments due under this Subgrant.

26. RECORDS MAINTENANCE

The Subgrantee shall maintain books, records, documents, data and other evidence relating to this Subgrant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subgrant.

The Subgrantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subgrant, shall be subject at all reasonable times to inspection, review or audit by AWC, personnel duly authorized by AWC, Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Subgrantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Subgrantee shall provide right of access to its facilities to AWC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subgrant.

29. SAVINGS

In the event funding for this Subgrant from Commerce or any other state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subgrant and prior to normal completion, AWC may suspend or terminate the Subgrant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Subgrant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Subgrant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Subgrant.

31. SITE SECURITY

While on AWC premises, Subgrantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Subgrantee may only subgrant/subcontract with an outside Agent contemplated under this Subgrant if it obtains the prior written approval of AWC.

If AWC approves subgranting/subcontracting, the Subgrantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, AWC in writing may: (a) require the Subgrantee to amend its subgranting/subcontracting procedures as they relate to this Subgrant; (b) prohibit the Subgrantee from subgranting/subcontracting with a particular person or entity; or (c) require the Subgrantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Subgrant. The Subgrantee is responsible to AWC if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Subgrant. The Subgrantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Subgrant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Subgrantee to AWC for any breach in the performance of the Subgrantee's duties.

Every subgrant/subcontract shall include a term that AWC, Commerce, and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Subgrant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Subgrant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Subgrantee's income or gross receipts, any other taxes, insurance or expenses for the Subgrantee or its staff shall be the sole responsibility of the Subgrantee.

35. TERMINATION FOR CAUSE

In the event AWC or Commerce determines the Subgrantee has failed to comply with the conditions of this Subgrant in a timely manner, AWC has the right to suspend or terminate this Subgrant. Before terminating the Subgrant, AWC shall notify the Subgrantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Subgrant may be terminated.

In the event of termination or suspension, the Subgrantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subgrant and the replacement or cover Subgrant and all administrative costs directly related to the replacement Subgrant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

AWC reserves the right to suspend all or part of the Subgrant, withhold further payments, or prohibit the Subgrantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subgrantee or a decision by AWC or Commerce to terminate the Subgrant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Subgrantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of AWC and Commerce provided in this Subgrant are not exclusive and are, in addition to any other rights and remedies, provided by law or in equity, including terminating the Subgrant and/or instituting and prosecuting any proceeding at law or in equity to abate, prevent, or enjoin any such violation or to compel specific performance by Subgrantee of its obligations hereunder.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Subgrant, AWC may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Subgrant, in whole or in part. If this Subgrant is so terminated, AWC shall be liable only for payment required under the terms of this Subgrant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Subgrant, AWC, in addition to any other rights provided in this Subgrant, may require the Subgrantee to deliver to Commerce any property specifically produced or acquired for the performance of such part of this Subgrant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

AWC shall pay to the Subgrantee (solely from and to the extent of funds provided by Commerce for this purpose) the agreed upon price, if separately stated, for completed work and services accepted by Commerce, and the amount agreed upon by the Subgrantee and Commerce for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by Commerce, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Director of Commerce shall determine the extent of the liability of Commerce. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Subgrant. AWC may withhold from any amounts due the Subgrantee such sum as AWC determines to be necessary to protect AWC and Commerce against potential loss or liability.

The rights and remedies of Commerce provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subgrant.

After receipt of a notice of termination, and except as otherwise directed by Commerce or the AWC, the Subgrantee shall:

A. Stop work under the Subgrant on the date, and to the extent specified, in the notice;
B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Subgrant that is not terminated;
C. Assign to Commerce, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Subgrantee under the orders and subgrants/subcontracts so terminated, in which case Commerce has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of Commerce to the extent Commerce may require, which approval or ratification shall be final for all the purposes of this clause;
E. Transfer title to Commerce and deliver in the manner, at the times, and to the extent directed by Commerce any property which, if the Subgrant had been completed, would have been required to be furnished to Commerce;
F. Complete performance of such part of the work as shall not have been terminated by Commerce; and
G. Take such action as may be necessary, or as Commerce may direct, for the protection and preservation of the property related to this Subgrant, which is in the possession of the Subgrantee and in which Commerce has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by Commerce shall remain in Commerce. Title to all property furnished by the Subgrantee, for the cost of which the Subgrantee is entitled to be reimbursed as a direct item of cost under this Subgrant, shall pass to and vest in Commerce upon delivery of such property by the Subgrantee. Title to other property, the cost of which is reimbursable to the Subgrantee under this Subgrant, shall pass to and vest in Commerce upon (i) issuance for use of such property in the performance of this Subgrant, or (ii) commencement of use of such property in the performance of this Subgrant, or (iii) reimbursement of the cost thereof by AWC or Commerce in whole or in part, whichever first occurs.

A. Any property of AWC or Commerce furnished to the Subgrantee shall, unless otherwise provided herein or approved by AWC or Commerce, as applicable, be used only for the performance of this Subgrant.
B. The Subgrantee shall be responsible for any loss or damage to property of AWC or Commerce that results from the negligence of the Subgrantee or which results from the failure on the part of the Subgrantee to maintain and administer that property in accordance with sound management practices.
C. If any AWC or Commerce property is lost, destroyed or damaged, the Subgrantee shall immediately notify AWC or Commerce, as applicable, and shall take all reasonable steps to protect the property from further damage.
D. The Subgrantee shall surrender to AWC all property of AWC and shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this Subgrant.
E. All reference to the Subgrantee under this clause shall also include Subgrantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Subgrant unless stated to be such in writing and signed by AWC.

40. THIRD PARTY BENEFICIARY

Commerce is a third-party beneficiary of this Subgrant and shall have the right to enforce this Subgrant directly against the Subgrantee.

Attachment A: Scope of Work

Background
The purpose of the grant is to assist cities who own Tier 1 and Tier 2 covered buildings in completing energy audits and collect data on the costs for cities to comply with the state's Clean Buildings Performance Standard (CBPS).

AWC will fully or partially fund eligible Tier 1 and Tier 2 buildings, based on availability of funding. Funding will be awarded only for the cost of the audit, on a reimbursement basis.

Subgrantee responsibilities
The subgrantee will carry out an energy audit of their qualifying buildings and submit reporting materials as outlined in Attachment C.

The city will:

Attachment B: Budget

Budget
Grant amount:

Budget narrative
Grant funds will be used as follows:

Attachment C: Reporting Requirements

By xx date, the city must submit the following to AWC:

Audits of Tier 1 buildings:

- Invoice demonstrating payment for the audit
- A completed building improvement plan for each building included in the audit, including:
  - Compliance pathway, if applicable
  - Performance metric for each building
  - Estimated cost of meeting the Energy Performance Metric
  - Estimated cost of developing and implementing an energy management plan, as required by the CBPS
  - Estimated cost of developing and implementing an operations and maintenance program, as required by the CBPS
- A completed Form D Audit Report

Audits of Tier 2 buildings:

- Invoice demonstrating payment for the audit
- A completed building improvement plan for each building included in the audit, including:
  - The identified Energy Efficiency Measures (EEMs)
  - Range of estimated costs to implement the EEMs
  - Estimated cost of developing and implementing an energy management plan, as required by the CBPS
  - Estimated cost of developing and implementing an operations and maintenance program, as required by the CBPS

If the grant recipient finds that more than three months is needed to complete the audit and submit the required reporting, an extension may be requested. However, all work must be completed, and reports and reimbursement requests submitted, no later than May 16, 2025.

To: Mayor and City Council
From: City Manager
Date: March 17, 2025

Subject
Approval of Claim Vouchers

Action Requested
Approve claim vouchers for March 17, 2025.

Attachments:
1. March 17, 2025 Claim Vouchers

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

$ 20,243,307.43 this 17th day of March 2025.

MAYOR

COUNCILMEMBER

Cyndi A. Turner

Digitally signed by Cyndi A. Turner
Date: 2025.03.10 16:58:10 -07'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
February 24, 2025 - March 09, 2025	Accounts Payable Checks (see attached)	$ 15,427,993.60
February 24, 2025 - March 09, 2025	Hansen City Payments (see attached)	$ 466,418.71
February 24, 2025 - March 09, 2025	Visa Refunds (see attached)	$ 4,849.50
February 24, 2025 - March 09, 2025	Payroll Checks (see attached)	$ 4,344,045.62
TOTAL		**$ 20,243,307.43**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	23905	2/25/2025	5,983.90	Aflac	
Supplier Payment	Check	23906	2/25/2025	6,347.82	AFSCME Local #307	
Supplier Payment	Check	23907	2/25/2025	334.00	California State Disbursement Unit	
Supplier Payment	Check	23908	2/25/2025	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	23909	2/25/2025	491.00	Hawaii SDU	
Supplier Payment	Check	23910	2/25/2025	720.60	IAM Local #1374	
Supplier Payment	Check	23911	2/25/2025	8,940.11	Life Insurance Company of North America	
Supplier Payment	Check	23912	2/25/2025	1,300.00	MFS Service Center Inc	
Supplier Payment	Check	23913	2/25/2025	125.00	OPEIU Local #11	
Supplier Payment	Check	23914	2/25/2025	4,734.54	OPEIU Local #11	
Supplier Payment	Check	23915	2/25/2025	888.00	Teamsters Local #58	
Supplier Payment	Check	23916	2/25/2025	245.00	UA Local #290	
Supplier Payment	Check	23917	2/25/2025	2,823.00	Western Conference of Teamsters	
Supplier Payment	Check	23918	2/25/2025	1,344.12	Western Metal Industry Pension Plan	
Customer Refund	Check	23919	2/26/2025	45.00	GULSEN RODRIGUEZ	Refund - Senior Citizen Pricing
Miscellaneous Payment	Check	23920	2/26/2025	14,630.38	Costco Wholesale Inc.	Sewer Reimbursement (Parcel # 176378-000)
Miscellaneous Payment	Check	23921	2/26/2025	163.44	DSHS Office of Financial Recovery	Acct # VAR 111797201
Miscellaneous Payment	Check	23922	2/26/2025	506.45	ELLEN ROGERS	Refund parking permit #COV13990
Miscellaneous Payment	Check	23923	2/26/2025	1,167.26	Jade Jones-Hawk	Reissue of payroll check
Miscellaneous Payment	Check	23924	2/26/2025	186.00	Jasma Valdefiera	PIR-84917 (jobsite address: 14710 NE 50th Street)
Miscellaneous Payment	Check	23925	2/26/2025	877.00	KINGKONG KOREAN BBQ	Refund duplicate payment to INV#77072632
Miscellaneous Payment	Check	23926	2/26/2025	2,263.82	Lacamas Northeast, LLC	Sewer Reimbursement (Parcel # 176378-000)
Miscellaneous Payment	Check	23927	2/26/2025	125.00	Vancouver's Downtown Association	Meter hood refund - event canceled
Ad Hoc Payment	Check	23928	2/26/2025	110.83	Allen,Thomas	720 W 16TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23929	2/26/2025	179.43	Amanda Vincenti or Michael Espinosa	10002 NE 86TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23930	2/26/2025	80.00	Amber or William Knollkamper	9616 SE 13TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	23931	2/26/2025	109.21	Baldo,Christian	2314 HARNEY ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23932	2/26/2025	277.54	Bob Stall Chevrolet	13905 NE FOURTH PLAIN BLVD ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23933	2/26/2025	188.18	Butts,Sally M	5314 NE 71ST ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23934	2/26/2025	1,490.00	Cedar Village Townhomes Llc	3010 KAUFFMAN AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23935	2/26/2025	259.02	Cedar Village Townhomes Llc	3010 KAUFFMAN AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23936	2/26/2025	267.74	Cedar Village Townhomes Llc	3010 KAUFFMAN AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23937	2/26/2025	290.74	Cedar Village Townhomes Llc	3010 KAUFFMAN AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23938	2/26/2025	188.82	Cedar Village Townhomes Llc	3010 KAUFFMAN AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23939	2/26/2025	74.94	Celeste or Matthew Hammon	4900 NE 29TH AVE ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	23940	2/26/2025	141.48	Christina Green or Jason Socha	5303 NE 66TH DR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23941	2/26/2025	123.00	Clary,Jaime	5109 NE 75TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23942	2/26/2025	116.65	Claudio Sr,Gilbert	12105 NE 78TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23943	2/26/2025	169.87	Cross,Kimberly E	12401 NE 70TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23944	2/26/2025	60.96	Damaskos,Linda	10000 NE 112TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23945	2/26/2025	182.57	Eugene or Deanna Stange	4819 NE 40TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23946	2/26/2025	64.55	Francisco or Tangriana Sole	15330 NE 70TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23947	2/26/2025	68.76	Gary Pigman or Christine Fewell	6907 NE 98TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23948	2/26/2025	235.20	Gillette,Angel	2423 NE 165TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	23949	2/26/2025	340.93	Gina Helland or Teresa Schlosser	15105 NE 74TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23950	2/26/2025	64.64	Griffiths,Sandra	7417 NE 66TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23951	2/26/2025	47.26	Hardy,Karen	7309 NE 147TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23952	2/26/2025	89.53	Hut,Catherine M	3600 NE 36TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23953	2/26/2025	224.05	Kendall W or Blanca A Lok	16505 NE 27TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	23954	2/26/2025	58.66	Kevin or Emily Kinnaman	11009 NE 101ST ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23955	2/26/2025	177.16	Lang,Donnel L	6109 NE 47TH ST ,VANCOUVER,WA,98661

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Ad Hoc Payment	Check	23956	2/26/2025	196.00	Leathers,Joshua	2311 SIMPSON AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23957	2/26/2025	61.13	Lord,Janis	306 W 29TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23958	2/26/2025	30.77	Marc Jacobs or Devona Renee	6715 NE 139TH PL ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23959	2/26/2025	130.00	Mezinu,Gabriela	15405 NE 106TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23960	2/26/2025	69.47	Michael or Catherine Hut	3600 NE 36TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23961	2/26/2025	16.47	Miller,Frances	3508 NE 98TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23962	2/26/2025	317.00	My Two Sons LLC	7101 TOPEKA LN ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	23963	2/26/2025	45.48	Neet,Kraig	3313 NE 101ST CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23964	2/26/2025	57.23	Nylund Inc	3719 NE 65TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23965	2/26/2025	95.96	OD Labs Property	3930 E 16TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23966	2/26/2025	132.49	Peery,Judy	4109 PLOMONDON ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23967	2/26/2025	77.91	Pigman,Gary	6907 NE 98TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23968	2/26/2025	194.91	Provost,Heather	8012 NE 127TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23969	2/26/2025	20.94	Rachel or Andy Van Driest	8409 NE 62ND ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23970	2/26/2025	240.00	Rohan,Alice	7561 DELAWARE LN ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	23971	2/26/2025	295.60	Ronald or Sabrina Lincoln	12630 NE 51ST ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23972	2/26/2025	64.20	Ryerson,Denise	10704 NE 92ND AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23973	2/26/2025	42.78	Saxton,Sheila	2516 SE BALBOA DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	23974	2/26/2025	444.45	Sergey or Alina Durshpek	3922 I ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	23975	2/26/2025	172.00	Sharon Coquet Estate	4000 NE 109TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23976	2/26/2025	71.02	Shea,Richard or Deborah	10202 NE 123RD CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23977	2/26/2025	300.00	Steven or Sally Elorriaga	1400 SE 75TH CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	23978	2/26/2025	31.98	The David Thatcher Trust	2315 GRANT ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23979	2/26/2025	201.00	The Estate of Rosa Marie Aiken	9412 NE 6TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	23980	2/26/2025	32.33	The Estate of Vera Schleicher	114 NW 40TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23981	2/26/2025	369.00	The Knotts Family Revocable Trust	7913 NE 27TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23982	2/26/2025	1,389.47	The Robert W Toon Trust	1509 ASH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23983	2/26/2025	70.80	Thomas or Denise Ryerson	10704 NE 92ND AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23984	2/26/2025	103.84	Van 5923 NE 49th Llc	5923 NE 49TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23985	2/26/2025	83.22	Weinkauf,Robert or Patricia	4115 E 15TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23986	2/26/2025	39.58	Wilcox,Norman	9102 NE 149TH AVE ,VANCOUVER,WA,98682
Supplier Payment	Check	23987	2/26/2025	419.00	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Check	23988	2/26/2025	136.00	American Sani-Can	
Supplier Payment	Check	23989	2/26/2025	2,998.38	Anderson Glass Co	
Supplier Payment	Check	23990	2/26/2025	8,156.72	Arborscape Ltd Inc	
Supplier Payment	Check	23991	2/26/2025	10,048.72	AT & T Mobility National Accounts LLC - Remit-To: AT & T Mobility	
Supplier Payment	Check	23992	2/26/2025	5,566.00	BAE Urban Economics, Inc.	
Supplier Payment	Check	23993	2/26/2025	11,000.00	Bickmore Actuarial - Remit-To: Brickmore Actuarial	
Supplier Payment	Check	23994	2/26/2025	165.00	Cellco Partnership - Remit-To: Cellco - NJ	
Supplier Payment	Check	23995	2/26/2025	326.10	Cessco Inc	
Supplier Payment	Check	23996	2/26/2025	322.84	Chappelles Towing LLC	
Supplier Payment	Check	23997	2/26/2025	24,000.00	City of Portland - Remit-To: City of Portland International Raceway	
Supplier Payment	Check	23998	2/26/2025	5,395.13	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	23999	2/26/2025	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	24000	2/26/2025	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	24001	2/26/2025	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	24002	2/26/2025	800.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	

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Supplier Payment	Check	24003	2/26/2025	297.75	Clark Public Utility District No. 1	
Supplier Payment	Check	24004	2/26/2025	684,166.30	Clark Public Utility District No. 1	
Supplier Payment	Check	24005	2/26/2025	481,201.55	Clark Public Utility District No. 1	
Supplier Payment	Check	24006	2/26/2025	4,486.29	Columbia Resource Company	
Supplier Payment	Check	24007	2/26/2025	13,230.00	Davidson Benefits Planning	
Supplier Payment	Check	24008	2/26/2025	13,612.50	DHM LLC	
Supplier Payment	Check	24009	2/26/2025	2,664.78	Echo Electric LLC	
Supplier Payment	Check	24010	2/26/2025	14,631.84	Elcon Associates Inc	
Supplier Payment	Check	24011	2/26/2025	9,630.00	Emphasys Computer Solutions Inc.	
Supplier Payment	Check	24012	2/26/2025	300.00	ERF Company Inc	
Supplier Payment	Check	24013	2/26/2025	1,360.00	Evergreen School District 114	
Supplier Payment	Check	24014	2/26/2025	10,000.00	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	24015	2/26/2025	517.81	First-Citizens Bank & Trust Company	
Supplier Payment	Check	24016	2/26/2025	12,554.85	Foundant Technologies Inc	
Supplier Payment	Check	24017	2/26/2025	530.00	Frank Woodbery	
Supplier Payment	Check	24018	2/26/2025	36,692.77	Friends of Trees	
Supplier Payment	Check	24019	2/26/2025	2,048.25	FTRS, LCC	
Supplier Payment	Check	24020	2/26/2025	2,984.60	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	24021	2/26/2025	2,000.00	Gregory Martin Ayers	
Supplier Payment	Check	24022	2/26/2025	14,475.00	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	24023	2/26/2025	19,747.33	HDJ Design Group - Remit-To: HDJ - Portland	
Supplier Payment	Check	24024	2/26/2025	1,062.85	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	24025	2/26/2025	258,618.17	King County Directors Association Purchasing Department	
Supplier Payment	Check	24026	2/26/2025	6,817.50	Kramer Gehlen & Associates	
Supplier Payment	Check	24027	2/26/2025	1,630.50	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	24028	2/26/2025	2,258.16	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	24029	2/26/2025	32,773.06	Life Insurance Company of North America	
Supplier Payment	Check	24030	2/26/2025	3,702.76	Mallory Safety & Supply LLC	
Supplier Payment	Check	24031	2/26/2025	3,213.72	Motorola Solutions Inc	
Supplier Payment	Check	24032	2/26/2025	12,130.04	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	24033	2/26/2025	2,700.00	M-Vac Systems Inc	
Supplier Payment	Check	24034	2/26/2025	81,031.50	Northeast Electric LLC	
Supplier Payment	Check	24035	2/26/2025	5,153.00	Portland Adventist Medical Center	
Supplier Payment	Check	24036	2/26/2025	19,402.96	Quetel Corporation	
Supplier Payment	Check	24037	2/26/2025	439.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	24038	2/26/2025	18,320.00	ReconRobotics	
Supplier Payment	Check	24039	2/26/2025	4,800.00	Redhand Advisors, LLC	
Supplier Payment	Check	24040	2/26/2025	745.96	Resolute Documentation Services	
Supplier Payment	Check	24041	2/26/2025	450.00	Rush Locates, LLC	
Supplier Payment	Check	24042	2/26/2025	118,228.11	San Diego Police Equipment Co Inc	
Supplier Payment	Check	24043	2/26/2025	54,361.00	Sigma Wellness LLC	
Supplier Payment	Check	24044	2/26/2025	14,046.25	Site Workshop Landscape Architecture, LLC	
Supplier Payment	Check	24045	2/26/2025	123,352.00	Southwest Clean Air Agency	
Supplier Payment	Check	24046	2/26/2025	68,886.67	Southwest Washington Humane Society	
Supplier Payment	Check	24047	2/26/2025	108,471.69	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	24048	2/26/2025	6,268.99	Stateline LLC	
Supplier Payment	Check	24049	2/26/2025	2,922.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	24050	2/26/2025	300.00	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	24051	2/26/2025	945.16	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24052	2/26/2025	126.00	Summit Law Group	

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Supplier Payment	Check	24053	2/26/2025	19,251.29	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	24054	2/26/2025	40.00	Superion, LLC	
Supplier Payment	Check	24055	2/26/2025	45,654.00	Tapani Electric, LLC	
Supplier Payment	Check	24056	2/26/2025	600.00	The Columbian Publishing Co	
Supplier Payment	Check	24057	2/26/2025	5,337.17	TMG Services Inc	
Supplier Payment	Check	24058	2/26/2025	100.00	T-Mobile	
Supplier Payment	Check	24059	2/26/2025	1,152.24	Towing & Recovering Services Inc	
Supplier Payment	Check	24060	2/26/2025	1,708.65	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	24061	2/26/2025	1,757.96	Trilogy MedWaste West, LLC	
Supplier Payment	Check	24062	2/26/2025	4,743.00	Triple J Enterprises	
Supplier Payment	Check	24063	2/26/2025	16.63	United Parcel Service	
Supplier Payment	Check	24064	2/26/2025	3,793.86	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	24065	2/26/2025	231.42	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	24066	2/26/2025	815.30	W.B. Sprague Co. Inc.	
Supplier Payment	Check	24067	2/26/2025	1,687.15	Walter E Nelson Company	
Supplier Payment	Check	24068	2/26/2025	6,505.18	Waste Connections of Washington	
Supplier Payment	Check	24069	2/26/2025	2,428.26	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	24070	2/26/2025	6,897.50	WELL Cogir Tenant III LLC	
Supplier Payment	Check	24071	2/26/2025	3,312.59	Wex Bank	
Supplier Payment	Check	24072	2/26/2025	556.29	WVP OF Washington PC	
Miscellaneous Payment	Check	24073	3/5/2025	67.00	Alisen Rocharde	Class withdrawal due to schedule conflict
Miscellaneous Payment	Check	24074	3/5/2025	925.00	Jasma Valdefiera	LUP-84916 (jobsite: 14710 NE 50th ST
Miscellaneous Payment	Check	24075	3/5/2025	109.04	Josiah Kauffman and Emily Kauffman	Refund of parking permit - Customer moved
Miscellaneous Payment	Check	24076	3/5/2025	94.00	MICROWARE INC	Refund duplicate payment to INV#77072132
Miscellaneous Payment	Check	24077	3/5/2025	290.00	Misty Heldart	Damage deposit refund
Miscellaneous Payment	Check	24078	3/5/2025	7,405.40	MTI Contractors Inc.	Mendoza (12216 NE 76TH ST) Invoice # I1250224672
Miscellaneous Payment	Check	24079	3/5/2025	180.64	Navigate Law Group	Refund parking permit COV12760 and COV11117 no longer needed.
Miscellaneous Payment	Check	24080	3/5/2025	59.00	Panda Express	Refund duplicate payment to INV #77073202
Ad Hoc Payment	Check	24081	3/5/2025	75.02	Bethene Denman or Gerald Lehman	6806 NE 93RD CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24082	3/5/2025	110.78	Bowers Living Trust	1400 SE 121ST AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24083	3/5/2025	28.11	Causey,Deborah or Terrance	8908 NE 82ND AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24084	3/5/2025	209.61	Clark,Suzan L	4210 NE 151ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24085	3/5/2025	75.21	Convingtown Townhomes Operating Trust	9604 NE 73RD CIR ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24086	3/5/2025	53.16	Cowley,Blain	7706 SE MAPLE AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24087	3/5/2025	61.08	Curtis,Michael or Kristen	Utility Refunds: 0108006694-03
Ad Hoc Payment	Check	24088	3/5/2025	289.00	Dawn or Alan Cumpton	15209 NE 26TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24089	3/5/2025	209.00	Delawder,Brian	8901 E MILL PLAIN BLVD ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24090	3/5/2025	155.36	Earth Engineering Inc	123 HYDRANT AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24091	3/5/2025	90.51	Eggert,Julia L	3900 SE 183RD AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24092	3/5/2025	39.12	Estate of Jan M Jansen and Anna M Jansen	10107 NE 4TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24093	3/5/2025	89.26	Estrada,Waldo	13210 SE 7TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24094	3/5/2025	525.72	Evens,Bert	1213 SE 147TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24095	3/5/2025	35.00	Garcia,Guadalupe	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	24096	3/5/2025	140.01	Guild,Ema Jean	2112 NE 128TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24097	3/5/2025	71.99	Guild,Jeffrey B	2112 NE 128TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24098	3/5/2025	715.22	Kitchen,Rowena	1413 NE 107TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24099	3/5/2025	74.47	Korhonen,Tracy	4015 NE 64TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24100	3/5/2025	41.60	Linda Gehley or Brian Gehley	18101 SE 42ND ST ,VANCOUVER,WA,98683

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Ad Hoc Payment	Check	24101	3/5/2025	90.00	Nylund Inc	2008 NE 136TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24102	3/5/2025	77.57	Ramirez De Angeles,Maria Concepcion	18301 NE 20TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24103	3/5/2025	52.05	Reed,Amanda	2411 NE 95TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24104	3/5/2025	35.79	Savela,Shannon or William	2811 SE 145TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24105	3/5/2025	176.35	Scott,Maria E	18301 NE 20TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24106	3/5/2025	648.84	The Cowley Family Trust	7706 SE MAPLE AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24107	3/5/2025	66.39	The Estate of Judith Ann Harwood	400 SE 101ST AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24108	3/5/2025	135.00	The Larry and Rowena Kitchen Revocable,Living Trust	1413 NE 107TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24109	3/5/2025	489.71	Ward,Patricia	4201 NE 45TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24110	3/5/2025	29.73	Werner,Keri	400 SE 101ST AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24111	3/5/2025	90.66	William Erickson or John Hughes	6811 NE 165TH AVE ,VANCOUVER,WA,98682
Supplier Payment	Check	24112	3/5/2025	659.81	Accurate Corporate Services Inc	
Supplier Payment	Check	24113	3/5/2025	9,618.75	Afghan Associates Inc	
Supplier Payment	Check	24114	3/5/2025	798.00	Allegheny Answering Services	
Supplier Payment	Check	24115	3/5/2025	45,646.46	Arborscape Ltd Inc	
Supplier Payment	Check	24116	3/5/2025	400.54	Archaeological Services LLC	
Supplier Payment	Check	24117	3/5/2025	70.00	AT & T Mobility National Accounts LLC - Remit-To: Legal Demand Center for Law Enforcement	
Supplier Payment	Check	24118	3/5/2025	67,371.86	Braun Northwest Inc	
Supplier Payment	Check	24119	3/5/2025	5,070.00	Cascade Inn	
Supplier Payment	Check	24120	3/5/2025	23,841.68	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	24121	3/5/2025	11,382.98	Century West Engineering Corp	
Supplier Payment	Check	24122	3/5/2025	945.46	Chicago Title Company of WA	
Supplier Payment	Check	24123	3/5/2025	3,738.57	Cintas	
Supplier Payment	Check	24124	3/5/2025	38,877.72	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	24125	3/5/2025	2,032.38	Clark Public Utility District No. 1	
Supplier Payment	Check	24126	3/5/2025	64,073.07	Clary Longview LLC	
Supplier Payment	Check	24127	3/5/2025	199.96	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24128	3/5/2025	159.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24129	3/5/2025	11,062.04	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	24130	3/5/2025	50,067.22	Datec Inc	
Supplier Payment	Check	24131	3/5/2025	625.00	Deadbolt Forensics LLC	
Supplier Payment	Check	24132	3/5/2025	2,064.76	Echo Electric LLC	
Supplier Payment	Check	24133	3/5/2025	6,141.14	Ferox Fleet Services, INC	
Supplier Payment	Check	24134	3/5/2025	3,449.63	Fourth Plain Forward	
Supplier Payment	Check	24135	3/5/2025	169.00	Global Payments Inc	
Supplier Payment	Check	24136	3/5/2025	144.14	Harold LeMay Enterprises	
Supplier Payment	Check	24137	3/5/2025	546.00	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	24138	3/5/2025	8,205.00	Hawks Ridge Assisted Living	
Supplier Payment	Check	24139	3/5/2025	292.40	Herren Printing Co	
Supplier Payment	Check	24140	3/5/2025	11,250.00	Hispanic Metropolitan Chamber	
Supplier Payment	Check	24141	3/5/2025	1,467.45	Jamestown Networks	
Supplier Payment	Check	24142	3/5/2025	17,633.71	Janus Youth Programs Inc	
Supplier Payment	Check	24143	3/5/2025	210,234.20	Kar-Gor Inc	
Supplier Payment	Check	24144	3/5/2025	1,256.25	Keller Associates Inc	
Supplier Payment	Check	24145	3/5/2025	3,437.44	Kittelson & Associates Inc	
Supplier Payment	Check	24146	3/5/2025	8,735.91	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	24147	3/5/2025	3,973.84	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	24148	3/5/2025	1,509.24	Lakeyland Inc	
Supplier Payment	Check	24149	3/5/2025	22,850.00	Loretta Knopp	
Supplier Payment	Check	24150	3/5/2025	5,325.00	LSW Architects PC	
Supplier Payment	Check	24151	3/5/2025	190.23	Mark IV Enterprises Inc	
Supplier Payment	Check	24152	3/5/2025	1,575.00	Message Gears LLC	
Supplier Payment	Check	24153	3/5/2025	720,129.89	Michels Corporation	
Supplier Payment	Check	24154	3/5/2025	2,282.70	Mini Mix Concrete Inc	
Supplier Payment	Check	24155	3/5/2025	200.00	Monica Zazueta-Hernandez Tabor	

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Supplier Payment	Check	24156	3/5/2025	3,936.70	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	24157	3/5/2025	1,745.00	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	24158	3/5/2025	41,836.25	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	24159	3/5/2025	16,073.32	Nelson Truck Equipment	
Supplier Payment	Check	24160	3/5/2025	28,832.56	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	24161	3/5/2025	4,619.75	N-R-G Wise, Inc	
Supplier Payment	Check	24162	3/5/2025	1,454.31	One Call Concepts Inc	
Supplier Payment	Check	24163	3/5/2025	6,221.75	Parametrix, Inc	
Supplier Payment	Check	24164	3/5/2025	823.00	Portland Adventist Medical Center	
Supplier Payment	Check	24165	3/5/2025	8,693.76	Raimi & Associates, Inc.	
Supplier Payment	Check	24166	3/5/2025	929.60	Resolute Documentation Services	
Supplier Payment	Check	24167	3/5/2025	18,579.74	RH2 Engineering, Inc.	
Supplier Payment	Check	24168	3/5/2025	1,007.81	River City Environmental	
Supplier Payment	Check	24169	3/5/2025	4,557.00	SafeFire LLC	
Supplier Payment	Check	24170	3/5/2025	11,065.66	Safe Software	
Supplier Payment	Check	24171	3/5/2025	8,600.00	Samon Creek Koelsch Operations LLC	
Supplier Payment	Check	24172	3/5/2025	1,403.86	San Diego Police Equipment Co Inc	
Supplier Payment	Check	24173	3/5/2025	21,973.77	Scott Edwards Architecture LLP	
Supplier Payment	Check	24174	3/5/2025	8,672.08	SeaWestern Inc	
Supplier Payment	Check	24175	3/5/2025	397.02	Shrums Pest Control	
Supplier Payment	Check	24176	3/5/2025	216,436.35	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	24177	3/5/2025	279,330.40	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	24178	3/5/2025	140,696.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	24179	3/5/2025	1,979.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	24180	3/5/2025	5.72	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	24181	3/5/2025	7,721.51	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	24182	3/5/2025	14.92	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24183	3/5/2025	127.50	Summit Law Group	
Supplier Payment	Check	24184	3/5/2025	8,395.99	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	24185	3/5/2025	1,010.70	Towing & Recovering Services Inc	
Supplier Payment	Check	24186	3/5/2025	3,147.40	Triple J Enterprises	
Supplier Payment	Check	24187	3/5/2025	10,272.15	TV Etc ESD 112	
Supplier Payment	Check	24188	3/5/2025	350.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	24189	3/5/2025	195.00	Vancouver Granite Works Inc	
Supplier Payment	Check	24190	3/5/2025	6,853.36	Vector Solutions	
Supplier Payment	Check	24191	3/5/2025	110.68	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	24192	3/5/2025	489.17	W.B. Sprague Co. Inc.	
Supplier Payment	Check	24193	3/5/2025	270.00	Washington Association of Municipal Attorneys	
Supplier Payment	Check	24194	3/5/2025	38,337.32	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	24195	3/5/2025	80,272.85	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
			Check	**4,893,849.48**		
Expense Payment	Direct Deposit	EFT-00287111	2/27/2025	190.00	Russell Stacks	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00287112	2/27/2025	402.00	Chad Lawry	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287113	2/27/2025	402.00	Heidi Scarpelli	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287114	2/27/2025	390.00	Ty Stober	Travel Advance
Expense Payment	Direct Deposit	EFT-00287115	2/27/2025	344.38	Ross Keys	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287116	2/27/2025	174.74	Robert Schaefer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287222	3/6/2025	21.00	Suzanne Hebert	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287223	3/6/2025	83.25	Scott Willis	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287224	3/6/2025	244.10	Shane McKee	Employee Reimbursement

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Expense Payment	Direct Deposit	EFT-00287225	3/6/2025	59.50	Jose Lopez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287226	3/6/2025	1,182.50	Jay Romanelli	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287227	3/6/2025	155.53	Justin Smith	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287228	3/6/2025	73.00	Drew Klaetsch	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287229	3/6/2025	296.61	Joshua Rau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287230	3/6/2025	77.05	Lon Pluckhahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287231	3/6/2025	320.82	Anna Vogel	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287232	3/6/2025	349.80	Kim Harless	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287233	3/6/2025	237.70	Ty Stober	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287234	3/6/2025	1,466.65	Anne Stedler	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287235	3/6/2025	226.04	Cody Uskoski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287236	3/6/2025	1,291.77	Jeff Lynch	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287237	3/6/2025	216.60	Cody Beebe	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287238	3/6/2025	359.19	Aaron Lande	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287239	3/6/2025	237.70	Bart Hansen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287240	3/6/2025	45.48	Darrin Deming	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287241	3/6/2025	109.99	Jessica Hild	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287242	3/6/2025	200.00	Shane LaBeck	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00287243	3/6/2025	343.75	James Demmon	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287244	3/6/2025	301.00	Casey Heinzman	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287245	3/6/2025	360.00	Timothy Kays	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287246	3/6/2025	360.00	Noah Hilliker	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287247	3/6/2025	360.00	Kassidy Owen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287248	3/6/2025	543.00	Amelia Metevia	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287249	3/6/2025	280.00	Daphine Harris	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287250	3/6/2025	215.00	Melissa Sager	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287251	3/6/2025	360.00	Carson Hoover	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287252	3/6/2025	449.00	James Kelly	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287253	3/6/2025	129.00	Olivia Osborne	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287254	3/6/2025	201.00	Tracie Ramirez	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287255	3/6/2025	201.00	Steve Harris	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287256	3/6/2025	201.00	Jessica Trownsell	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287257	3/6/2025	129.00	Jason Haigwood	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287258	3/6/2025	440.00	Neil Martin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287259	3/6/2025	160.75	Lance Leedom	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287260	3/6/2025	336.00	Chad Eiken	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287261	3/6/2025	160.75	Tobiah Scott	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287262	3/6/2025	129.00	Alex Zaferis	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287263	3/6/2025	81.75	Darren McShea	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287264	3/6/2025	219.75	Saray Farias-Pulido	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287265	3/6/2025	341.00	Andrea Bauman	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287266	3/6/2025	208.50	Brian Wilson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287267	3/6/2025	238.00	Cameron McAnally	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287268	3/6/2025	215.00	Kimberly Kapp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287269	3/6/2025	206.75	Teri Kenning	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287270	3/6/2025	298.00	Brian Viles	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287271	3/6/2025	170.00	Julie Ballou	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287272	3/6/2025	301.00	Tyler Knotts	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287273	3/6/2025	301.00	Nick Gillingham	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287274	3/6/2025	285.00	Austin Warner	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287275	3/6/2025	418.00	Neil Martin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287276	3/6/2025	920.00	Cole Larson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287277	3/6/2025	238.00	Charlie Ahn	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287278	3/6/2025	238.00	Jason Beach	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287279	3/6/2025	129.00	Brian McLemore	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287280	3/6/2025	301.00	Heidi Scarpelli	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287281	3/6/2025	194.00	Amanda Trygg	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287282	3/6/2025	136.75	Tige Harmon	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287283	3/6/2025	322.00	Carson Hoover	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287284	3/6/2025	385.00	Shane LaBeck	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00287285	3/6/2025	322.00	Kassidy Owen	Travel Advance
Expense Payment	Direct Deposit	EFT-00287286	3/6/2025	206.45	Spencer Frasier	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00287287	3/6/2025	385.00	Heidi Scarpelli	Travel Advance
Expense Payment	Direct Deposit	EFT-00287288	3/6/2025	1,081.01	Frank Dick	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00287289	3/6/2025	129.00	Justin Box	Travel Advance
Expense Payment	Direct Deposit	EFT-00287290	3/6/2025	216.60	Christopher Roberts	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00287291	3/6/2025	375.00	Andrey Yelizavetskiy	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00287292	3/6/2025	322.00	Robert Block	Travel Advance
			Direct Deposit	**24,001.21**		
Supplier Payment	EFT	EFT-00286996	2/25/2025	1,077.80	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00286997	2/25/2025	20,272.86	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00286998	2/25/2025	12,355.47	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00286999	2/25/2025	33,030.06	IAFF Local #452	
Supplier Payment	EFT	EFT-00287000	2/25/2025	134.95	Legal Shield	
Supplier Payment	EFT	EFT-00287117	2/27/2025	5,683.24	Outsiderinn.org	
Supplier Payment	EFT	EFT-00287118	2/27/2025	4,309.40	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00287119	2/27/2025	93,577.62	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00287120	2/27/2025	37,467.75	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00287121	2/27/2025	6,832.86	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00287122	2/27/2025	18,640.01	Council for the Homeless	
Supplier Payment	EFT	EFT-00287123	2/27/2025	8,256.59	Del Sol Inc	
Supplier Payment	EFT	EFT-00287124	2/27/2025	3,150.00	Curtis Miller	
Supplier Payment	EFT	EFT-00287125	2/27/2025	2,772.00	Laboratory Corporation of America Holdings	
Supplier Payment	EFT	EFT-00287126	2/27/2025	631,641.89	F.D. Thomas, Inc.	
Supplier Payment	EFT	EFT-00287127	2/27/2025	1,040.00	Rotschy Inc	

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Supplier Payment	EFT	EFT-00287128	2/27/2025	255.00	Performance Occupational Health Services, LLC	
Supplier Payment	EFT	EFT-00287129	2/27/2025	40,359.08	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00287130	2/27/2025	20,416.00	Sustainability Solutions Group USA, Inc. - Remit-To: Sustainability Solutions Group USA, Inc	
Supplier Payment	EFT	EFT-00287131	2/27/2025	22,200.00	Benevate, Inc. - Remit-To: Benevate, Inc	
Supplier Payment	EFT	EFT-00287132	2/27/2025	49,770.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00287133	2/27/2025	11,115.81	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00287134	2/27/2025	5,820.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00287135	2/27/2025	9,301.46	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
Supplier Payment	EFT	EFT-00287136	2/27/2025	9,250.00	Morgan Stanley Capital Managment LLC	
Supplier Payment	EFT	EFT-00287137	2/27/2025	2,966.48	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00287138	2/27/2025	338,588.24	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00287139	2/27/2025	190.17	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00287140	2/27/2025	34,161.04	Wilson Oil Inc.	
Supplier Payment	EFT	EFT-00287141	2/27/2025	142,342.65	McClure and Sons Inc.	
Supplier Payment	EFT	EFT-00287142	2/27/2025	30,000.00	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00287143	2/27/2025	17,979.85	Oregon Rifleworks LLC	
Supplier Payment	EFT	EFT-00287144	2/27/2025	1,552.50	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00287145	2/27/2025	17,377.65	CivicPlus, LLC	
Supplier Payment	EFT	EFT-00287146	2/27/2025	61,623.17	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00287147	2/27/2025	8,158.49	Fehr & Peers	
Supplier Payment	EFT	EFT-00287148	2/27/2025	140.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00287149	2/27/2025	636,904.33	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00287150	2/27/2025	120,775.66	Do Good Multnomah	
Supplier Payment	EFT	EFT-00287151	2/27/2025	428.28	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00287152	2/27/2025	900.00	Thomas Garvey	
Supplier Payment	EFT	EFT-00287153	2/27/2025	52,587.60	Live Love Outreach	
Supplier Payment	EFT	EFT-00287154	2/27/2025	54,434.43	YWCA Clark County	
Supplier Payment	EFT	EFT-00287155	2/27/2025	423,367.22	Tapani Inc	
Supplier Payment	EFT	EFT-00287156	2/27/2025	591.78	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00287157	2/27/2025	5,950.00	Vietnamese Community of Clark County	
Supplier Payment	EFT	EFT-00287158	2/27/2025	3,315.75	Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00287159	2/27/2025	1,811.35	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00287160	2/27/2025	51,119.44	Madden Fabrication Inc.	
Supplier Payment	EFT	EFT-00287161	2/27/2025	2,125.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00287162	2/27/2025	7,500.00	Work Right NW	
Supplier Payment	EFT	EFT-00287163	2/27/2025	22,159.05	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00287164	2/27/2025	1,213.20	Emerald Services Inc - Remit-To: Emerald - Dallas TX	
Supplier Payment	EFT	EFT-00287165	2/27/2025	11,117.58	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00287166	2/27/2025	7,504.84	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00287167	2/27/2025	54,882.09	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00287168	2/27/2025	102,077.44	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00287169	2/27/2025	1,839.00	Consor North America Inc	
Supplier Payment	EFT	EFT-00287170	2/27/2025	435.89	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00287171	2/27/2025	48,352.11	MAKERS architecture and urban design LLP	
Supplier Payment	EFT	EFT-00287172	2/27/2025	3,416.59	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00287173	2/27/2025	12,782.20	Wallis Engineering PLLC	
Supplier Payment	EFT	EFT-00287174	2/27/2025	166,587.05	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00287175	2/27/2025	21,348.53	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00287176	2/27/2025	18,185.76	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00287177	2/27/2025	24,300.86	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00287178	2/27/2025	1,709.85	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00287293	3/6/2025	1,055.25	Allegiance Benefit Plan Management Inc (Pension and Flex).	

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Supplier Payment	EFT	EFT-00287294	3/6/2025	8,269.94	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00287295	3/6/2025	2,999.75	Sharon Rice	
Supplier Payment	EFT	EFT-00287296	3/6/2025	10,172.22	Operations Management International Inc	
Supplier Payment	EFT	EFT-00287297	3/6/2025	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00287298	3/6/2025	19,360.74	Peak Environmental LLC	
Supplier Payment	EFT	EFT-00287299	3/6/2025	2,010.95	Vertex Contracting LLC	
Supplier Payment	EFT	EFT-00287300	3/6/2025	221,064.81	Rotschy Inc	
Supplier Payment	EFT	EFT-00287301	3/6/2025	38.38	Ziply Fiber	
Supplier Payment	EFT	EFT-00287302	3/6/2025	15,056.00	Otak Inc	
Supplier Payment	EFT	EFT-00287303	3/6/2025	2,537.64	Fosterful	
Supplier Payment	EFT	EFT-00287304	3/6/2025	4,251.13	Housing Connector	
Supplier Payment	EFT	EFT-00287305	3/6/2025	727.78	Clark County Volunteer Lawyers Program	
Supplier Payment	EFT	EFT-00287306	3/6/2025	21,959.67	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00287307	3/6/2025	2,435.95	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00287308	3/6/2025	6,646.97	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00287309	3/6/2025	21,529.42	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00287310	3/6/2025	25,616.00	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00287311	3/6/2025	4,484.20	Oregon Native American Chamber	
Supplier Payment	EFT	EFT-00287312	3/6/2025	1,038.63	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00287313	3/6/2025	160,738.19	PC Specialists Inc	
Supplier Payment	EFT	EFT-00287314	3/6/2025	1,073.42	Hero Fence LLP	
Supplier Payment	EFT	EFT-00287315	3/6/2025	186.12	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00287316	3/6/2025	937.50	Giving Solutions Group, LLC	
Supplier Payment	EFT	EFT-00287317	3/6/2025	8,255.92	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00287318	3/6/2025	5,000.00	The Arts Centered	
Supplier Payment	EFT	EFT-00287319	3/6/2025	10,072.10	Bacon Collision & Reconditioning, LLC	
Supplier Payment	EFT	EFT-00287320	3/6/2025	4,311.15	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00287321	3/6/2025	19,687.39	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00287322	3/6/2025	18,667.50	Pacifica Law Group LLP	
Supplier Payment	EFT	EFT-00287323	3/6/2025	16,800.00	Euna Solutions, Inc	
Supplier Payment	EFT	EFT-00287324	3/6/2025	139.10	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00287325	3/6/2025	150,733.85	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00287326	3/6/2025	1,742.50	Bureau Veritas North America, Inc.	
Supplier Payment	EFT	EFT-00287327	3/6/2025	3,804.50	Rigid Plumbing Inc	
Supplier Payment	EFT	EFT-00287328	3/6/2025	122,518.34	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00287329	3/6/2025	6,793.75	SwiftComply US OpCo Inc	
Supplier Payment	EFT	EFT-00287330	3/6/2025	4,628.07	Clark County Latino Youth Leadership	
Supplier Payment	EFT	EFT-00287331	3/6/2025	174,961.80	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00287332	3/6/2025	4,470.50	Walker Consultants, Inc	
Supplier Payment	EFT	EFT-00287333	3/6/2025	2,240.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00287334	3/6/2025	713,519.73	Solid Waste Systems	
Supplier Payment	EFT	EFT-00287335	3/6/2025	40,117.75	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00287336	3/6/2025	1,582.45	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00287337	3/6/2025	8,128.49	Share	
Supplier Payment	EFT	EFT-00287338	3/6/2025	3,484.08	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00287339	3/6/2025	4,763.57	YWCA Clark County	
Supplier Payment	EFT	EFT-00287340	3/6/2025	843.75	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00287341	3/6/2025	1,709.85	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00287342	3/6/2025	830.47	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00287343	3/6/2025	7,020.00	Del Sol Inc	
Supplier Payment	EFT	EFT-00287344	3/6/2025	837.81	Emerald Services Inc - Remit-To: Emerald - Dallas TX	
Supplier Payment	EFT	EFT-00287345	3/6/2025	121,370.13	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00287346	3/6/2025	50,000.00	Proud Ground	
Supplier Payment	EFT	EFT-00287347	3/6/2025	2,763.16	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
Supplier Payment	EFT	EFT-00287348	3/6/2025	272,870.49	Outsiderinn.org	
Supplier Payment	EFT	EFT-00287349	3/6/2025	500.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00287350	3/6/2025	3,400.00	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00287351	3/6/2025	59,375.00	Gregory S. Cheney, PLLC	
Supplier Payment	EFT	EFT-00287352	3/6/2025	2,395.44	Bound Tree Medical LLC	
			EFT	**5,952,062.27**		
Supplier Payment	Manual Wire		2/20/2025	58,414.47	Paymentus Corporation	
Supplier Payment	Manual Wire		2/24/2025	192,168.50	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		2/25/2025	34,040.00	Vancouver Firefighters Union Health & Welfare Trust	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Supplier Payment	Manual Wire		2/25/2025	342,530.87	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		2/25/2025	6,160.27	Washington SDU	
Supplier Payment	Manual Wire		2/25/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		2/25/2025	35,529.97	Washington State Firefighters	
Supplier Payment	Manual Wire		2/25/2025	7,010.19	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		2/25/2025	21,895.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		2/25/2025	69,409.29	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		2/26/2025	187.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		2/26/2025	1,303,593.85	Internal Revenue Service	
Supplier Payment	Manual Wire		2/27/2025	47,852.85	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		2/27/2025	14,000.58	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		2/27/2025	22,987.95	Washington Dental Service	
Supplier Payment	Manual Wire		2/27/2025	241,241.25	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		2/28/2025	937,007.92	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		2/28/2025	76,360.28	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		3/1/2025	12,328.05	Global Payments Inc	
Supplier Payment	Manual Wire		3/3/2025	3,553.41	Internal Revenue Service	
Supplier Payment	Manual Wire		3/3/2025	52,790.93	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		3/4/2025	646,754.94	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		3/4/2025	11,520.69	VSP Vision Care Inc	
Supplier Payment	Manual Wire		3/4/2025	209,821.52	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		3/5/2025	56,477.02	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		3/6/2025	20,803.00	Washington Dental Service	
Supplier Payment	Manual Wire		3/6/2025	133,054.34	Blue Cross Blue Shield of Oregon	
			Manual Wire	**4,558,080.64**		
			Checks	**4,893,849.48**		
			Direct Deposit	**24,001.21**		
			EFT	**5,952,062.27**		
			3/3/2025	11,161.01	City Payments	Posted 02-24-25 to 03-02-25
			3/10/2025	455,257.70	City Payments	Posted 03-03-25 to 03-09-25
			Hansen Total	**466,418.71**		
			3/3/2025	1,621.00	Miscellanous	Parks Class Refunds FCC 02-24-25 to 03-02-25
			3/3/2025	2,138.00	Miscellanous	Parks Class Refunds MCC 02-24-25 to 03-02-25
			2/18/2025	725.00	Miscellanous	Parks Class Refunds FCC 03-03-25 to 03-09-25
			2/18/2025	365.50	Miscellanous	Parks Class Refunds MCC 03-03-25 to 03-09-25
			VISA Total	**4,849.50**		
			Payroll Total	**4,344,045.62**		
			GRAND TOTAL	**20,243,307.43**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
February 24, 2025 - March 09, 2025

Check No.	Date	Explanation	Amount	
2678 - 2695	02/25/25	February 25th Payroll	$	5,610.79
285096 - 286995	02/25/25	February 25th Payroll Direct Deposits	$	4,273,394.03
2696 - 2701	02/28/25	02 2025 Pension Payroll	$	9,660.73
287064 - 287106	02/28/25	02 2025 Pension Direct Deposits	$	55,380.07

$ 4,344,045.62

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: March 11, 2025

TO: Mayor and City Council

FROM: Lon D. Pluckhahn, City Manager

RE: **Confirmation of Nena Cook as Vancouver City Attorney**

CC:

Dear Mayor and Council,

On Monday, March 17th I am recommending that the City Council confirm Nena Cook as Vancouver's next City Attorney. Under Section 3.03 of the City Charter, the City Attorney is appointed by the City Manager with confirmation by the City Council.

Nena joined Vancouver in June of 2021 after an accomplished career in Oregon serving government and private clients. She is a past president of the Oregon Bar Association, with an undergraduate degree from Gonzaga and a Juris Doctorate from the Willamette University College of Law.

The area of municipal law is very complex, and the City Attorney occupies a unique position in the organization as an advisory to not only the City Manager and staff, but to the City Council. Vancouver's legal framework exists in an umbrella of federal and state laws, compounded by the City having its own distinct municipal code. In weighing whether to do a recruitment or appoint from within, I considered the probability that any external candidate could possibly know Vancouver's code or legal team better than the current Deputy City Attorney.

In addition, Nena has consistently demonstrated during her tenure with the City a strong work ethic, an ability to quickly analyze complex situations, an adeptness at delivering news people may not want to hear, and an ability to manage difficult conversations well. These are all qualities needed to be successful as the City Attorney. Based on these factors, I concluded that Vancouver would not be well served by doing a recruitment for the position when a capable and ready candidate is already with the City. For these reasons, among others, I am recommending that the City Council approve the appointment of Nena Cook as Vancouver's next City Attorney.

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency Incident Commander: Aaron Lande

Situation Report # 16 **Operational Period:** February 2025

New Emergency Orders (if any)

NONE

Emergency Response

- We have lost 4 people since the Homeless Memorial in December 2024
  - 3 in the month of February
- VFD Year to Date: VFD was unable to pull the stats for February
- VPD Data: Data collection began 7/8/24

Police Events and Time on Events with Unsheltered Homelessness Involvement

	February 2025	Year to Date
# of Events	867 (9.9%)	1,840 (10.0%)
Time Spent on Events (hours)	1,713 (17%)	3,574.5 (16.7%)

- The blue row provides the **total number of events** officers indicated were related to unsheltered homelessness in the month of February and year to date (YTD), as well as the **percentage of all events these events represent relative to all police events** in February and YTD.
- The green row provides **total number of officer hours spent on events** officers indicated were related to unsheltered homelessness in the month of February and year to date (YTD), as well as the **percentage of time spent on these events** relative to all events in February and YTD.

HART Activities

- HART conducted clean-ups at the following locations:
  - Burnt Bridge Creek trail area both east and west of Andresen (NE 92nd Ave to Thunderbird Village)
  - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver
- 15.74 tons of solid waste removed from public property in February by contracted crews during large-scale health and sanitation cleanups (Note: fewer than normal cleanups occurred due to severe weather)
- 6.9 tons of solid waste removed from public property in February by HART's internal Encampment Response Coordinator crew outside of scheduled cleanups
- Year-to-date: **58.62 total tons** of solid waste removed from public property.
- Responded to 101 My Vancouver app submissions in February; YTD: 205
- Handed out 14 naloxone kits and provided awareness on overdose response to 6 individuals through our partnership with WA State Dept. of Health's Opioid Education and Naloxone Distribution (OEND) Program. * * *This program supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.*

Community Engagement

- Connected a volunteer from Molina Healthcare with our winter shelter and warming centers to provide basic healthcare
- Some HART members participated in the 2025 National Alliance to End Homelessness Conference bringing back best practices, evidence-based ideas for enhanced service delivery, and more

Winter Shelter

- Chkalov SOS **served 39 individuals** – 29 adults and 10 children
  - Veterans: 1
  - Chronically Homeless: 8
  - Youth (18-24 years old): 2
- Arts Hub **served 76 individuals** –56 adults, 17 children, 3 unknown ages
  - Veterans: 6
  - Chronically Homeless: 27
  - Youth (18-24 years old): 1
  - 9 individuals transferred to non-seasonal shelter
  - 2 found other temporary accommodations with family or motel without a voucher
- March will be the last month of winter shelter operations

Safe Stays/Safe Park

- The Outpost:
    - No residents moved on to housing in February
    - 3 residents approved for housing through the Everybody In pilot partnership with CFTH and VHA and will likely move in during March
    - 1 resident obtained ID
    - 1 resident completed their community service hours for Community Court
    - 2 former sound wall encampment residents are still in shelter and doing very well; 2 others opted to leave shelter after a few days.
    - Recovery Café will soon be coming to the site for weekly Recovery Circles and making Recovery Coaches available for individuals desiring more one-on-one engagement
- Hope Village:
    - 1 resident moved transitioned to permanent housing at VHA's new housing development for seniors; This participant was previously referred to Hope Village from Safe Park where they were living in their vehicle and had come to believe and accept that they would probably always need to live in their vehicle.
    - The first person referred from the sound wall encampment last fall, as part of the Everybody In pilot partnership with CFTH and VHA, has been referred to permanent supportive housing and is expected to move in soon. Their time at the Safe Stay has allowed them to stabilize and adjust to living in a more structured community setting, address some legal barriers, and connect with regular medical care and medications for chronic health challenges prior to moving into their apartment.
    - Live Love Outreach staff arranged a collaboration with the Humane Society of Southwest Washington and the other Safe Stay/Safe Park sites to develop new/additional pet policies and arrange for dog training through HSSW partnership. To support this effort, Retails has offered toys for furry Safe Stay residents!
- Kiggins Village:
    - 2 residents transitioned to permanent housing. One of these participants (one of KV's very first participants) had experienced homelessness for more than 10 years and was able to address many significant barriers at the Safe Stay including a hip replacement and some behavioral health challenges, feeling "hopeless" and believing that having their own home was not a possibility for them. This participant moved into their own apartment able to walk without a walker and drug and alcohol free.
    - 6 former sound wall encampment residents have moved into this site; 1 opted to leave shelter
    - 2 residents are in process to receive birth certificates
    - 1 of the residents that transitioned to permanent housing (a combat veteran) also obtained full-time employment and reunited with their children, who are now able to stay with them in their new apartment.
- 415 West:
    - 2 residents transitioned to VHA's new housing development for seniors; each had experienced homelessness for more than 10 years.

- 4 residents approved for housing through Everybody In pilot partnership with CFTH and VHA and will likely move in during March; 2 other residents were referred to Permanent Supportive Housing programs
- 1 resident obtained ID; 2 obtained Social Security cards
- 2 residents participated in detox services
- 15 former sound wall encampment residents (11 individuals and 2 couples) lived at this site in February; 1 opted to leave shelter
- Couve Collective has partnered with 415 West to hold weekly support circles on-site; Couve Collective also supports residents by providing transportation to their MAT programs.
- SW Washington Victory Garden Project will be collaborating with residents again this year on their garden, and everyone is excited for gardening season.
- 3 current residents and 1 graduate shared their stories of homelessness and recovery at a City Council meeting

- Homeward Bound – Safe Park:
  - 94 total individuals served; 82 adults and 12 children
  - 1 senior resident moved into transitional housing
  - 1 senior resident and their dog transitioned to more substantial shelter at Bertha's Place
  - Staff implemented a morning coffee meet-up on-site to bring residents together, connect with staff, and foster a sense of connection.

  **As the contracted operation of Safe Park transitioned to Live Love Outreach in February, the normal statistics were not available for this report. With more than 50 parking spaces assigned to cars and RVs, the program serves an average of 80 people including children. Restrooms, shower facilities and trash services are available to ensure a healthy environment. Live Love Outreach provides peer-to-peer support and case management to help move residents into stable housing.*

Bridge Shelter

- Finalizing Phase 1 – Concept Development, and preparing for Phase 2 – Design Development
- Clark County Council funding request was approved pending funding-use eligibility review and potential legislative update
  - County found a path forward for $2.1M from the Mental Health Sales Tax
  - County is reviewing options for accessing $2.75M from their Opioid Settlement funds

Community Court

Newly cited/referred into Court	21
Opted in to Community Court	8
Graduations (successful completion)	7

Community Service hours completed	32
Obtained Temporary Housing	1
Mental Health/Substance Use Disorder evaluations completed	11
Accessing/participating in treatment services	1

Court Highlights for February:

- Graduate completed SUD (Substance Use Disorder) inpatient treatment while in the court, obtained housing at Open House Ministries, and brought his baby to graduation!
- Closed due to inclement weather: For the first time, we had to cancel court 02/14/2025 due to inclement weather. This is reflected in lower opt-ins, cancelled community restitution, etc. for the month of February 2025.

Property Closures

- No new properties were closed in February. The list of properties which have been closed by emergency orders can be found on the City's Homelessness Emergency Declaration page.

Our Appreciation

- Highlighted for February is the City Shop who expedited putting chains on vehicles so HART outreach could continue its critical mission to provide necessities to those living unsheltered during the severe weather experienced this winter (water, hand warmers, blankets, coats, hats, etc.).

In recognition that the City's Homelessness Response team could not accomplish what it does alone, especially during this declared emergency, HART would like to express its appreciation for the many departments and individuals who partner in the work:

- Public Works – grounds, streets, greenways, parks, environmental services, transportation, and more
- Vancouver Police Department
- Vancouver Fire Department
- Economic Prosperity and Housing
- Vancouver Parks, Recreation and Cultural Services
- General Services
- Planning
- Budget
- Legal

- Procurement
- Administrative Assistants
- And countless others who are critical to our mission

OUR VANCOUVER

OUR FUTURE 2045

City Council Workshop
Comprehensive Plan Land Use Possibilities Update

Rebecca Kennedy, Deputy Director, Community Development Department

CITY OF Vancouver WASHINGTON

Possibility Refinement Update

- Small adjustments as technical staff and community members have reviewed the land use possibilities and identified errors:
  - ➡Parks that weren't shown as parks
  - ➡Mapping errors that split parcels
- One significant new request: Analyze Columbia Business Center as Regional Activity Center in Possibility B
  - ➡Area generally located south of the BNSF rail line, west of Marina Parkway and east of Columbia Shores.
  - ➡Approximately 220 acres recently consolidated under one ownership structure.
  - ➡Commitment to maintain existing jobs, while also planning for the future.

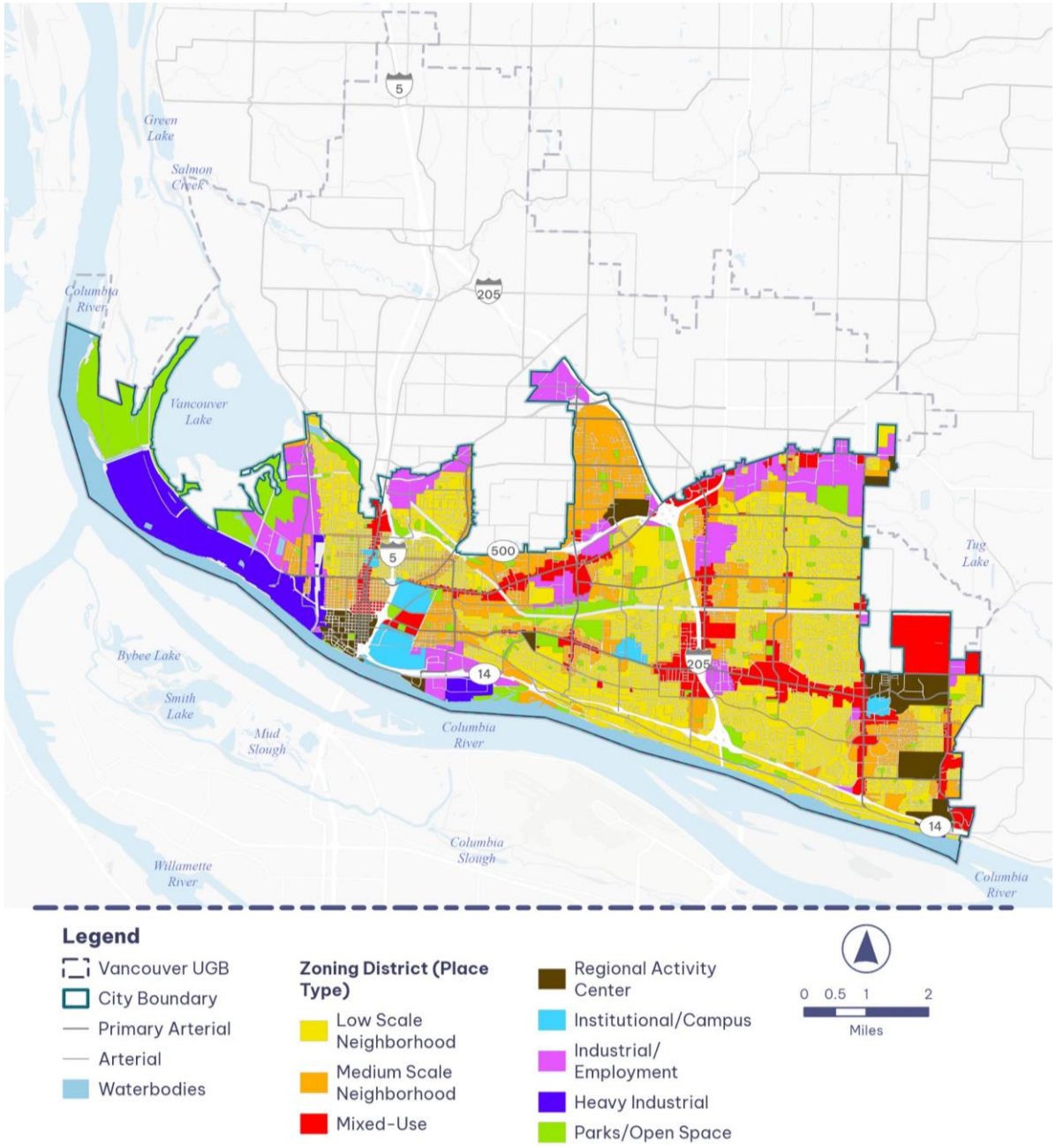


General area of Columbia Business Center

CITY OF Vancouver WASHINGTON

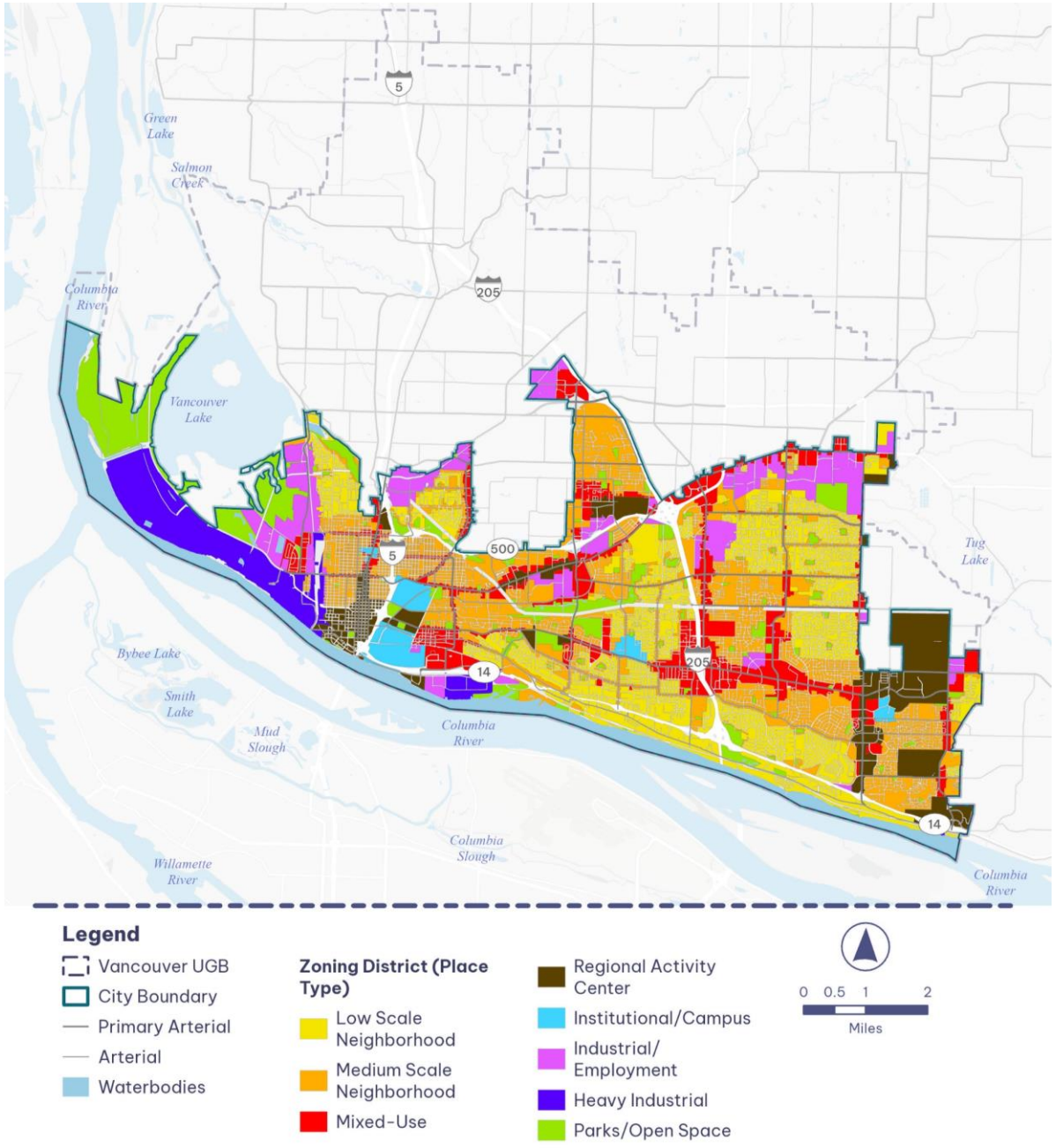
Land Use Possibility A

- Lower end of the range
- Most growth within centers and corridors
- Relies more on middle housing infill to meet housing goals
- More light industrial, lower density employment land



Land Use Possibility B

- Higher end of the range
- More growth just outside of centers and corridors
- More housing overall, in more places
- More higher density employment land



CITY OF Vancouver WASHINGTON

Recommended Next Steps

- Staff recommend modification of Possibility B to show CBC as Regional Activity Center, in order study the full range of potential designations and associated impacts through the Environmental Review process.
  - ➡Preserves Council's ability to review the full range of alternatives through the EIS process, and to ultimately determine the designation as part of the final, preferred land use possibility.
  - ➡Allows current uses to be maintained, while facilitating long-term site master planning for the future.
- If Council agrees, will update Possibility B for the DEIS analysis.