

**PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING**  
**AGENDA FOR MONDAY, October 1, 2018**  
**1:15 p.m. – City Council Briefing Center**

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on October 1, 2018** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

**AGENDA**

- I. **Call to Order at 1:15 p.m.**
- II. **Approval of Minutes**
  - [September 10, 2018 PSCHC Meeting](#)
- III. **Monthly Reports/Updates – Briefing Papers Only, No Discussion**
  1. [OPO Monthly Update – August 2018](#)
  2. [Photo Red Update – August-September 2018 \(SPD\)](#)
  3. [Sit and Lie Update \(SPD\)](#)
  4. [Strategic Initiatives Update \(SPD\)](#)
- IV. **Consent Agenda – Briefing Papers Only, No Discussion**
  1. [Component Cooling Water Cells Purchase – Public Works](#)
  2. [Non-Federal Funded Right of Way Acquisition Services – Asset Management](#)
  3. [Interview Room Cameras Contract – SPD](#)
  4. [OJJDP FY 2018 Gang Suppression Planning Grant Application – SPD](#)
  5. [SWAT Bearcat Vehicle Purchase – SPD](#)
- V. **Strategic Plan Session**
  1. Strategic Priority: Integrated 911/Dispatch
    - NONE
  2. Strategic Priority: Integrated Response
    - [Integrated Social Services Pilot Update](#) – Alex Reynolds (10 minutes)
    - Mental Health Crisis Stabilization Centers Update – Ariane Schmidt (10 minutes)
  3. Strategic Priority: Criminal Justice Reform
    - NONE
  4. Strategic Priority: City-Wide Clean & Safe
    - [Property Crimes Initiative Project Charter Update](#) – CM Kinnear (5 minutes)
    - SPD Monthly Crime Statistics Update – Chief Meidl (10 minutes)

## **VI. Discussion Items (as needed)**

### **1. Staff Requests**

- Introduction w/ WA Dept. of Corrections East Regional Field Administrator – Chief Meidl & David Ganas (20 minutes)
- [Frontier Behavioral Health Contract](#) – Lt. Mark Griffiths (5 minutes)
- Community Survey Results – Kathy Armstrong (5 minutes)
- Public Safety Month Update – Michele Anderson (2 minutes)

### **2. Council Requests**

- SPD Process for MOUs w/ Community Groups – CM Beggs (10 minutes)
- “Sit & Lie” Ordinance Enforcement Update w/ SPD – CM Beggs (10 minutes)
- [Federal Civil Immigration Enforcement on City Property Ordinance](#) – CP Stuckart & CM Beggs (15 minutes)

## **VII. Adjournment**

**Next Committee meeting will be November 5, 2018**

***AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.***

# **Public Safety & Community Health Committee**

## ***Meeting Minutes – September 10, 2018***

Call to Order: 10:28 AM

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### **Attendance:**

**PSCHC Members Present:** PSCHC Chair CM Kinnear, CM Fagan, CM Mumm, CM Stratton

**Staff/Others Present:** Asst. Chief Lundgren, Major Olsen, Major King, Director MacConnel, Capt. Tracie Meidl, Capt. Dan Torok, Chief Schaeffer, Assistant Fire Chief John, Brian McClatchey, Mike Ormsby, Angie Napolitano, Adam McDaniel, Eric Finch, Alex Reynolds, Ariane Schmidt, Bart Logue, Kelly Keenan, Kelly Keenan, Luvimae Omana, Theresa Sanders, Heather Trautman, Duane Leopard, Officer Rouberge

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**Approval of July 30, 2018 minutes:** Motion to approve by CM Fagan ; M/S by CM Mumm. The committee approved the minutes for July 30, 2018 unanimously.

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### **CONSENT AGENDA ITEMS**

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#### **Monthly Reports:**

OPO Monthly Report – July 2018

Photo Red Update (SPD)

Sit and Lie Update (SPD)

Strategic Initiatives Monthly Update (SPD)

#### **Consent Agenda Portion:**

WTSC – DUI AG-1942 Enforcement Grant (SPD)

WTSC – Target Zero Priorities Agreement (SPD)

WTSC – LEL Program Agreement (SPD)

WTSC – PSZ Agreement (SPD)

Spokane County JAG 17 Sub-recipient Agreement (SPD)

Byrne JAG 17 Grant Purchase (SPD)

Budget Transfer for Confidential Funds (SPD) – *CM Mumm wanted to clarify what “confidential funds” meant. Major Olsen explained that those funds are used to purchase illicit drugs in targeting mid-level criminal dealers for busts. The funds are tracked with serial numbers, and put back into the fund once arrests have been made, depending on the case. CM Mumm applauded that SPD is targeting dealers who are higher up the chain of drug dealing. Major Olsen said that the most noticeable trend in illegal drug distribution is a spike in powder cocaine, which he attributed to the strength of the economy.*

County/City RSO Agreement

Idaho Bureau of Homeland Security Grant (SPD)

SBO for Firing Range (SPD) – *CM Stratton wanted to clarify the scope of this item. Director MacConnell explained that other law enforcement agencies pay SPD to use its firing range, this item deals with those funds.*

Emergency Justification for Heavy Apparatus Body Repair (SFD)

Haz-Mat Executive Summary of Program and Services (SFD)

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## **STRATEGIC PLANNING SESSION**

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### **Strategic Priority: Integrated 911/Dispatch**

NONE

### **Strategic Priority: Integrated Response**

#### **Integrated Social Services Pilot Update – Alex Reynolds**

Negotiations with a landlord to lease a space at 130 S Arthur St to host the EnVision Center were ongoing, Mr. Reynolds explained. Eight different service agencies have agreed to MOUs with the City to operate out of the space, and there are a few other providers who have principal agreements to participate without an MOU. CM Kinnear asked if any medical facilities will be provided at the location. Mr. Reynolds responded that CHAS Health would operate at the location, but other than that, there will be no other medical facilities available at the EnVision Center. CM Stratton suggested that mobile healthcare providers could be contacted, and Kelly Keenan, Director of CHHS, said that his staff was exploring such providers as an option. CM Kinnear asked if the location on S Arthur is proximate to major bus routes. Mr. Keenan replied in the affirmative. Mr. Reynolds concluded the update by saying that the goal is to open the center, complete with service providers present, in early October. Responding to a question by CM Kinnear, Mr. Reynolds confirmed that there would be an official launch event once the facility is prepared.

### **Strategic Priority: Criminal Justice Reform**

NONE

### **Strategic Priority: City-Wide Clean & Safe**

#### **SPD Crime Statistics Update – Major Olsen**

Major Olsen indicated that he was combining the crime statistics update with SPD's Q2 performance measures update, which was initially included as a separate discussion on the agenda. The trend for incidents of violent crime is ticking up in Q2, Major Olsen said, but this is at least partly due to a new way of counting crime incidents in the report under national guidelines, especially regarding instances of assault and sexual assault. Major Olsen presented a detailed graph to illustrate these new distinctions, especially between reported incidents and charged ones. Overall, violent crime continues on a downward trend, and there are fewer individual incidents of assault than in the past. CM Kinnear asked what she could expect in the data from next year, after a full year of the new reporting method. Major Olsen said the data will be normalized by next year and will not reflect an increase as it did this year. Major Olsen then presented another graph depicting instances of sexual assault. SPD is establishing a new written reporting protocol based on these changes, so that the methods and statistics remain consistent going forward. CM Kinnear clarified that, despite some of these reporting hurdles, violent crime is trending down, and Major Olsen confirmed and clarified on a few unusual spikes in the data, which he said didn't show a negative trend in overall violent crime.

The discussion then turned to property crime. Major Olsen showed a graph on auto thefts, which are down slightly. Major Olsen has crime analysts working on some specific aspects of the auto theft data, which he said he'd follow up on at the October PSCHC meeting. Spokane went from #11 in the nation for most instances of auto theft down to #36 recently. Major Olsen said that he'd have an updated graph on how arrests impact instances of auto theft next month. CM Stratton asked about human trafficking

instances in regards to reporting in the data. Major Olsen said they are not specifically addressed in this report, as human trafficking has its own distinct charge (committee agreed to request a specific update on human trafficking for the November meeting). Theresa Sanders asked about instances of arrests and what the result was (released on OR, jailed, etc.). Major Olsen explained the difficulties of tracking these for SPD with the superior courts; Theresa and CM Kinnear wanted to have follow-up conversations on these so that City has accurate data on how arrests are resolved. Major Olsen showed a graph comparing trend lines for auto theft in Spokane compared to other, similarly-sized cities. CM Mumm requested a copy of this PDF report from SPD to show state lawmakers in working on statewide criminal justice initiatives. CM Kinnear indicated a desire to see more data connecting property crime instances with drug charges or drug related instances. Major Olsen showed a graph showing police activity statistics, which show an upward trend in the amount of instances that officers were able to respond to, reflecting increased SPD staffing levels beginning to have a measurable impact. CM Kinnear asked if this was result of officers also being more proactive, and Major Olsen agreed but qualified that the results were due to a mix of multiple factors. He then showed a graph on calls for service response times, with a breakdown based on priority 1, 2, and 3 calls. CM Kinnear and Theresa Sanders asked for descriptions of what those priorities are defined as, which Maj. Olsen provided. He then presented a graph on uses of force per 100 calls for service, which has dropped slightly and remains low by national standards. Major Olsen concluded the presentation by showing graphs on constituent complaints and the number of youth participating in SPD youth programs.

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## **DISCUSSION ITEMS**

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### **Staff Requests:**

#### **Elevator Code Amendments – Duane Leopard**

City elevator inspector Duane Leopard presented on proposed amendments to the elevator code regulations contained in the Spokane Municipal Code. He explained what those amendments would be and why they are necessary (mainly to bring code up to state and national standards, and change the status of some basic infraction issues). CM Fagan asked about state regulations on inspections. Mr. Leopard said state inspections don't require witnessing, and that the City carries out most inspections. Asked how many elevators inspections are carried out by the City and about timeline for inspections, Mr. Leopard responded that he tries to have the City perform one annual inspection for every registered elevator. Theresa Sanders asked why the City is doing any inspections when the State has that responsibility. Kris Becker said that building owners feel they get higher quality of service from City inspections, and that the City's inspection program is sustained by fees paid by those who's elevators are inspected. Theresa Sanders then asked how many infractions are issued by City inspectors, and Mr. Leopard provided a specific answer. CM Mumm explained how critical it is to have a good inspection program from the City, especially for remodel projects, praised changing code to allow the City to mandate decommissioning of unsafe elevators by City inspectors. CM Mumm asked for graph metrics specific to costs of inspection program for future updates.

#### **SPD Quarterly Performance Measures Update – Major Olsen**

Major Olsen included this update during SPD's crime statistics presentation earlier in the meeting.

#### **SPD Unmanned Aerial Systems Resolution – Asst. Chief Lundgren**

Assistant Chief Lundgren requested that Council adopt a resolution authorizing SPD to use drones for specific law enforcement purposes to increase officer safety and public safety, as well as to improve operational efficiency. Drone usage, he explained, can help in surveying auto collision incidents – doing them more efficiently so that streets on which crashes occurred can be reopened more quickly. Further, drones can help with searches for missing or dangerous persons, especially those fleeing law enforcement who might be armed or endangered people who are missing. Drones are also of assistance in helping with pre-operation intelligence gathering for carrying out high-risk search warrants at houses or structures. Drones are quiet and stealthy, which wouldn't betray SPD's presence to potential suspects. Finally, drones in police work can assist in locating and identifying homeless camp sites, which will save SPD man hours and improve efficiency in operations.

After discussing the benefits drones can provide to SPD, Assistant Chief Lundgren began discussing exactly how SPD would operate drones. Any SPD pilot, he said, would have an appropriate FAA drone license. Additionally, all drone flights will be carefully logged by SPD. The Assistant Chief explained the existence of protocols around uses of technology in law enforcement operations that protect privacy; he then explained what policies SPD policy would implement to govern drone usage. CM Mumm asked what the FAA says about police use of drones. Assistant Chief Lundgren replied that the FAA handles all licensing of drone pilots, SPD pilots would have to be certified through FAA processes under FAA standards. CM Mumm asked about Spokane County's use of drones, and the Assistant Chief clarified his desire for SPD use of drones to be authorized by the City for use in the city limits. CM Fagan commented on a potential system to coordinate which agency (the County, SFD, and SPD) is responsible for which drone and potentially to share drones between them. Theresa Sanders indicated her support for exploring this idea. She then asked how many drones SPD anticipated it would need and how many pilots would be needed. Assistant Chief Lundgren clarified that resolution only requests SMC changes authorizing SPD to use drones; SPD will determine these decisions in the future, but the Assistant Chief said he's thinking of having one for North and one for South Spokane, along with a third for special uses, such as SWAT. CM Kinnear indicated her support and asked what SPD's preferred next steps would be. The Assistant Chief said that SPD would begin crafting internal policy to govern drone use, and then look for actual implementation measures to deploy drones in the field.

### **Council Requests:**

#### **Uber/Lyft Ordinance – CM Stratton**

CMs Stratton and Fagan overviewed the City's MOUs with Lyft and Uber, but CM Stratton said that an ordinance impacting the SMC was necessary in light of failures by those companies to comply with the conditions of those MOUs. CM Stratton explained the need to address outdated taxi regulations and the need to rid City code of unneeded regulations, and to apply similar regulations to taxis and ride-share services. CMs Fagan and Stratton put together a working group including Brian McClatchey, SPD, and Director Kris Becker from Business & Neighborhood Services to craft this ordinance. CM Stratton then explained her desire to pursue a cell parking lot pilot project to help facilitate all driver pick-ups, especially around bars and restaurants, where riders might be intoxicated. Director Becker supports this and will help facilitate implementation. The ordinance includes back-ground check regulations, vehicle inspections requirements, and auditing of Uber/Lyft and like firms, which must be carried out by the companies – all this was in response to a question by Theresa Sanders. CM Mumm asked about level of equality between Uber/Lyft and taxis. Brian McClatchey said that the idea is to create a floor for equal requirements for public safety purposes that all ride-share and taxi services would be required to comply with.

CM Stratton then went through a point-by-point overview of ordinance and the process for writing it. CM Mumm and Theresa Sanders clarified that the overall goal is to regulate to ensure safe cars and safe drivers for all ride service industries and companies. CM Mumm indicated her preference to have a requirement in the City's municipal code that drivers for all services have WA state licenses, not licenses from other states. CM Mumm asked about penalties for non-compliance created by the ordinance, and Brian McClatchey explained that instances of non-compliance will be Class 1 Civil Infractions and penalized as such. Theresa Sanders raised the ban-the-box requirements and how they relate to background checks for these services; Brian McClatchey said he'd consider and look into it further. Brian McClatchey then clarified some of the finer points on rate transparency and rate setting for the protection of consumers. Theresa Sanders asked who would be responsible for auditing of companies, and Brian McClatchey said that audits would be done through a complaint-based system, and would be follow ups with companies, rather than mandatory, proactive audits. CM Kinnear asked for a timeline for passing ordinance; CM Fagan said there are a few more meetings to get through and issues to tackle, but that it would be moving forward this fall.

#### **Assistance to SPD NROs for Homeless Camps along River – CM Stratton**

CM Stratton explained that she's received numerous calls from constituents regarding homeless camps along the river, which she always refers to SPD. She said that she wants to get a handle on the issue. Capt. Torok of SPD explained how incidents with camps are reported and other issues with activities involved with encampments; SPD has had to use overtime hours for officers to identify and issue citations for camping, which are referred to Community Court. NROs have had to spend considerable amounts of time responding to these and that time comes at the expense of other neighborhood duties. Usual SPD response to camps occurs within 60 days, but is often much quicker. Capt. Torok said that there is a need for more resources to deal with these camps, and explained that the longer a camp exists in a particular location, the more waste and debris can build up there, making it harder to clean and eliminate the campsite. Before a camp can be cleaned out however, the SPD process starts with noticing a camp that action will be forthcoming. Theresa Sanders asked about specific data regarding response times to encampments; she brought in Heather Trautman to explain the cleanup process. City Parks staff provides some oversight to identify camps and help in their cleanup, but this takes away from other Park duties. CM Kinnear indicated the need for a better approach to these situations, one that could cut down on SPD overtime and misuse of Parks staff time. She explained how the focus of meetings so far has been on reducing response times to camps that have been identified (trigger the homeless outreach notification process, to expedite camp cleanup and removal). Next steps could include systemic CPTED reviews to prevent future camps from popping up in locations where camps have existed in the past. CM Kinnear said that SPD has spent disproportionate amounts of time on this issue and wants to address that either by increasing staffing of NROs who can respond exclusively to homeless encampments. She further indicated her desire to review staffing decisions and practices for deploying existing resources. Theresa Sanders said that needs to be included in a bigger conversation, including involvement from Park Rangers to be vigilant against the creation of new camps. According to Heather Trautman, the next meeting will occur in the next several weeks. CM Kinnear noted that summer season is ending, but that conversations need to continue in the future around this issue. CM Kinnear asked for a follow up on this issue during the October PSCHC meeting.

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#### **ADMINISTRATION REQUESTS:**

NONE

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**Action Items:** NONE

**Adjournment:** The meeting was adjourned at 11:57 AM. The next PSCHC meeting will be held Monday, October 1, 2018.

**Attachments/Briefing Papers:**

PSCHC Meeting Minutes – July 30, 2018  
Elevator Code Amendments  
SPD Unmanned Aerial Systems Resolution  
Uber/Lyft Ordinance

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**Respectfully submitted by:**

Jacob Fraley, Legislative Aide to Council Member Lori Kinnear (PSCHC Chair)

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**Committee Chair Approval**

**Lori Kinnear**

**Spokane City Council – District 2**





## Office of the Police Ombudsman

808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
509.625.6742 / spdombudsman.org

September 18, 2018

### Public Safety & Community Health Committee Report

Reporting Period: August 1-31, 2018

Snapshot of Activities		Monthly	Year to Date
<b>Community Outreach</b>			
OPO	Total Community Events and Meetings	8	83
OPOC	Community Outreach / Activities	9	65
<b>Commendations</b>		0	2
<b>Complaints</b>			
	Received Complaints	10	43
	Referred Complaints	5	30
<b>Contacts</b>		200	1094
<b>Case Review</b>			
	Request for Further Investigation	2	5
	Investigations Certified / Concurred	13	31
	Declined Certifications	2	3
	Special Cases Reviewed	32	131
<b>Interviews</b>			
	OPO Interviews	16	130
	IA Interviews	12	86
<b>Training</b>		0	24
<b>Critical Incidents</b>		0	1
<b>Mediations</b>		0	1
	Conducted	1	1
	Declined	0	1
<b>Recommendations</b>		1	4
<b>Other Activities</b>			
SPD Related	Meetings / Contacts	48	190
	Review Boards	3	26
	Closing Meeting	1	1

## 1. Outreach

### a. Community Events

- i. Frontier Behavioral Health 2<sup>nd</sup> Annual Mental Health Fair (8/4)
- ii. Unity in the Community (8/18)
- iii. OPOC Meeting (8/21)
- iv. Catholic Charities Dig In (8/23)
- v. Excelsior Fundraiser, Play on the Patio (8/23)
- vi. Gathering at the Falls Powwow (8/24 & 8/25)

### b. Other

- i. Meeting with Walter Kendricks – SCAR (8/7)
- ii. Meeting with Cam Zorroza – Center for Justice (8/29)

**OPOC Actions** – Commissioners attended the following events, some events were attended by multiple Commissioners:

- c. Chair Mentorship Meeting (8/1)
- d. Unity in the Community (8/18)
- e. Conducted Cultural Training for the City of Spokane Managers & Supervisors (8/20)
- f. Gathering at the Falls Powwow (8/25)
- g. Spokane International Academy Meeting (8/27)

## 2. Commendations / Complaints

### a. **Received**

- i. **OPO 18-35 – Inadequate response:** Complainant called Crime Check to report a theft from his yard. Crime Check explained that SPD will not respond to property crime.
- ii. **OPO 18-36 – Inadequate Response/Demeanor:** Complainant called about the violation of a no protection order. Upon reporting to his NRO, the complainant alleges his requests for assistance have been ignored.
- iii. **OPO 18-37 – Inadequate Response/Demeanor:** Complainant and roommate involved in altercation. During the officers interaction the complainant alleges he was yelled at and the matter was not investigated.
- iv. **OPO 18-38 – Inadequate response:** Complainant called 911 and was not satisfied with the SPD's response time. Complainant alleges the officer was untruthful.
- v. **OPO 18-39 – Demeanor/Unlawful-Improper Search and Seizure:** Complainant was pulled over and questioned about a vehicle theft and her vehicle was seized as evidence. Complainant has reached out to the Sgt assigned to her case to try and get her belongings, who allegedly has been rude in their conversations.
- vi. **OPO 18-40 – Inadequate Response/Demeanor:** Complainant requested police assistance during an active theft and is frustrated that the police didn't arrive until hours later. When the officer arrived he approached the situation with attitude and let a squatter remain on the property.

- vii. **OPO 18-41 – Inadequate response:** Complainant was being attacked by a relative and called 911. The police did not show up until the following day.
- viii. **OPO 18-42 – Inadequate response:** Complainant's gun was stolen and pawned. When the complainant reported this theft to police, he was told the gun had been returned to the person who stole it. The Detective assigned to the case has not returned calls and there has been no resolution.
- ix. **OPO 18-43 – Inadequate response:** Complainant stated that responding officers to her car accident did not detail the witness accounts accurately and the wording on the report was vague.

**b. Referred**

- i. **ER 18-26** – Ambulance Dispatch/Response issue – AMR
- ii. **IR 18-27** – Property Recovery Inquiry – Property Room
- iii. **ER 18-28** – Complaint regarding the Benton County Jail – WA Dept of Corrections
- iv. **ER 18-29** – Making an incident report – Crime Check
- v. **ER 18-30** – Assistance needed in the City of Milton – City of Milton PD

**3. Case Review**

- a. C18-022 / OPO 18-05 – Certified
- b. C18-027 – Certified
- c. C18-026 – Request for further information / investigation - Certified
- d. C18-030 / OPO 18-30 – Certified
- e. C18-042 / OPO 18-23 – Certified
- f. C18-046 / OPO 18-27 – Certified
- g. C18-019 / OPO 18-11 – Certified
- h. C18-041 / OPO 18-22 – Closed due to Mediation
- i. C18-025 – Certified
- j. C18-058 / OPO 18-31 – Certified
- k. C18-054 / OPO 18-33 – Certified
- l. C18-037 / OPO 18-16 – Certified
- m. C18-014 – Declined to Certify – Not routed properly to OPO for certification
- n. C18-015 – Declined to Certify – Not routed properly to OPO for certification
- o. C18-036 / OPO 18-06 – Certified
- p. C18-066 – Request for further information / investigation - Certified

**4. Special Cases Reviewed**

- i. **16** Use of Force
- ii. **4** Pursuit
- iii. **5** Collision
- iv. **7** K9 Deployment

## 5. Other Activities

- a. OPO staff members participated/engaged in the following other activities:
  - i. Police Strategies, SPD and OPO Meeting (8/6)
  - ii. Mayor's Spokane Performs (8/7)
  - iii. Mayor Department/Division Head Meeting (8/9)
  - iv. Leadership training discussion with Chief Meidl and JR Flatter (8/13 & 8/14)
  - v. Meeting with the Civil Service Administrator (8/16)
  - vi. Legal meeting with OPO and OPO Legal Counsel (8/23)
  - vii. OPO Staff Meeting (8/29)
  - viii. Leadership Spokane Gala Planning (8/29)
- b. SPD related
  - i. 26 meetings/contacts with IA
  - ii. 22 meetings/contacts with SPD
- c. OPO met with/had contact with OPO Commissioners/Staff:
  - i. OPOC via text message on 8/1
  - ii. Commissioner Rose on 8/1
  - iii. Commissioner Smith on 8/8
  - iv. Commissioner Wilburn on 8/8
  - v. Commissioner Smith on 8/9
  - vi. Commissioner Smith on 8/13
  - vii. Commissioner Rose on 8/15
  - viii. Commissioner Kelley on 8/21
  - ix. Commissioner Wilburn on 8/22
  - x. Commissioner Smith on 8/22
  - xi. Commissioner Smith on 8/27
  - xii. Legal Counsel Hession on 8/30
- d. OPO met with/had contact with City Council members/staff:
  - i. Council Staff Oberst 8/2
  - ii. Council Staff Oberst 8/6
  - iii. Council Staff Fraley 8/29

## 6. Next Steps

- a. United States Ombudsman Association Annual Conference – Portland, OR 9/24-9/28
- b. NACOLE Annual Conference – Tampa, FL 9/30-10/4
- c. International Association of Chief of Police Annual Conference – Orlando, FL 10/5-10/10

## Briefing Paper (Committee Name)

<b>Division &amp; Department:</b>	Police Department / Traffic Unit
<b>Subject:</b>	Photo Red / Speed
<b>Date:</b>	Oct. 2, 2018
<b>Contact (email &amp; phone):</b>	Craig Bulkley 835-4565   cbulkley@spokanepolice.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

**Background/History:** Report for Public Safety meeting October 2018.

Statistic for Photo Speed / Red for the time frame of Aug 16 thru September 15, 2018.

There were 1,918 violations on the photo red system from **Aug. 16** thru **Sept. 15**, 2018. There is 239 **less** violations than we had for the same time period in 2017.

School started Aug. 30<sup>th</sup> for Dist. 81. From **Aug. 30<sup>th</sup>** thru **Sept. 15<sup>th</sup>** there have been 549 speed violations. Finch Elementary had 142 and Longfellow Elementary had 407 violations.

**Executive Summary: Photo RED**

- Freja and Third was the highest with 302 violations.
- Thor and Second was second highest with 213 violations.
- Browne and Sprague was the third highest with 202 violations.
- Browne and Third was the fourth highest with 195 violations.

Summary: Verra Mobility and City Signal and Lighting are working on getting the other three Photo Speed systems installed.

**Budget Impact:**

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

Annual/Reoccurring expenditure?   ☐ Yes   ☐ No   ☐ N/A

If new, specify funding source:

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

**Operations Impact:**

Consistent with current operations/policy?   ☐ Yes   ☐ No   ☐ N/A

Requires change in current operations/policy?   ☐ Yes   ☐ No   ☐ N/A

Specify changes required:

Known challenges/barriers:

# Sit and Lie Arrests (Redacted)

Name	DOB	Date of Offense	Time of Offense	Cite/Released or Booked
[REDACTED]	[REDACTED]	3/11/2014	18:17	Booked
[REDACTED]	[REDACTED]	4/30/2014	12:24	Cite/Release
[REDACTED]	[REDACTED]	4/30/2014	12:24	Cite/Release
[REDACTED]	[REDACTED]	4/30/2014	12:24	Cite/Release
[REDACTED]	[REDACTED]	5/1/2014	11:47	Cite/Release
[REDACTED]	[REDACTED]	5/7/2014	12:49	Cite/Release
[REDACTED]	[REDACTED]	5/16/2014	13:25	Booked
[REDACTED]	[REDACTED]	5/16/2014	19:20	Booked
[REDACTED]	[REDACTED]	5/18/2014	22:22	Cite/Release
[REDACTED]	[REDACTED]	5/22/2014	14:31	Cite/Release
[REDACTED]	[REDACTED]	5/22/2014	14:31	Cite/Release
[REDACTED]	[REDACTED]	5/26/2014	11:29	Cite/Release
[REDACTED]	[REDACTED]	5/27/2014	10:39	Cite/Release
[REDACTED]	[REDACTED]	5/28/2014	11:05	Cite/Release
[REDACTED]	[REDACTED]	5/30/2014	21:42	Cite/Release
[REDACTED]	[REDACTED]	6/1/2014	18:13	Cite/Release
[REDACTED]	[REDACTED]	6/1/2014	20:04	Booked
[REDACTED]	[REDACTED]	6/1/2014	16:44	Cite/Release
[REDACTED]	[REDACTED]	6/1/2014	20:07	Booked
[REDACTED]	[REDACTED]	6/2/2014	19:00	Cite/Release
[REDACTED]	[REDACTED]	6/3/2014	14:30	Cite/Release
[REDACTED]	[REDACTED]	6/4/2014	19:27	Booked
[REDACTED]	[REDACTED]	6/6/2014	20:45	Cite/Release
[REDACTED]	[REDACTED]	6/6/2014	20:49	Cite/Release
[REDACTED]	[REDACTED]	6/8/2014	15:20	Cite/Release
[REDACTED]	[REDACTED]	6/13/2014	19:43	Booked
[REDACTED]	[REDACTED]	6/15/2014	20:01	Booked
[REDACTED]	[REDACTED]	6/20/2014	10:32	Cite/Release
[REDACTED]	[REDACTED]	6/23/2014	16:19	Booked
[REDACTED]	[REDACTED]	6/24/2014	11:30	Booked
[REDACTED]	[REDACTED]	6/25/2014	11:24	Cite/Release
[REDACTED]	[REDACTED]	7/1/2014	12:50	Cite/Release
[REDACTED]	[REDACTED]	7/2/2014	8:45	Cite/Release
[REDACTED]	[REDACTED]	7/6/2014	16:40	Cite/Release
[REDACTED]	[REDACTED]	7/6/2014	15:00	Cite/Release
[REDACTED]	[REDACTED]	7/8/2014	19:17	Booked
[REDACTED]	[REDACTED]	7/8/2014	16:50	Cite/Release

		7/13/2014	15:20	Cite/Release
		7/26/2014	22:56	Cite/Release
		8/22/2014	18:36	Cite/Release
		8/29/2014	18:51	Cite/Release
		9/2/2014	16:30	Cite/Release
		9/8/2014	12:30	Cite/Release
		9/9/2014	17:15	Cite/Release
		9/9/2014	17:10	Cite/Release
		9/9/2014	17:10	Booked
		9/16/2014	21:02	Cite/Release
		9/29/2014	19:39	Cite/Release
		10/28/2014	11:04	Cite/Release
		2/11/2015	12:16	Booked
		3/2/2015	16:10	Cite/Release
		3/2/2015	16:10	Cite/Release
		3/7/2015	14:25	Booked
		3/22/2015	12:48	Cite/Release
		5/19/2015	9:00	Booked
		5/19/2015	9:00	Booked
		5/31/2015	13:21	Cite/Release
		6/1/2015	15:18	Cite/Release
		6/7/2015	15:52	Cite/Release
		6/10/2015	11:38	Cite/Release
		6/17/2015	12:04	Booked
		6/18/2015	15:15	Cite/Release
		6/25/2015	17:18	Booked
		8/1/2015	15:42	Cite/Release
		8/17/2015	12:46	Booked
		8/22/2015	17:54	Cite/Release
		8/25/2015	14:16	Cite/Release
		9/20/2015	18:54	Cite/Release
		9/21/2015	15:21	Cite/Release
		9/21/2015	15:21	Cite/Release
		9/22/2015	10:51	Cite/Release
		10/3/2015	16:45	Cite/Release
		10/11/2015	13:21	Cite/Release
		10/18/2015	8:28	Cite/Release
		1/1/2016	11:25	Cite/Release
		2/16/2016	12:43	Cite/Release
		3/2/2016	16:20	Cite/Release
		3/11/2016	13:17	Cite/Release

		4/18/2016	13:03	Cite/Release
		5/18/2016	12:38	Cite/Release
		5/18/2016	12:30	Cite/Release
		6/25/2016	7:44	Cite/Release
		7/11/2016	14:15	Cite/Release
		7/23/2016	12:33	Cite/Release
		8/1/2016	14:00	Cite/Release
		8/19/2016	7:15	Cite/Release
		8/23/2016	17:36	Cite/Release
		8/28/2016	16:15	Cite/Release
		8/28/2016	16:15	Cite/Release
		9/26/2016	11:11	Cite/Release
		10/21/2016	13:33	Cite/Release
		10/24/2016	7:45	Cite/Release
		11/21/2016	9:54	Cite/Release
		12/10/2016	13:15	Booked
		12/28/2016	9:13	Cite/Release
		12/28/2016	9:13	Cite/Release
		12/28/2016	14:33	Cite/Release
		12/29/2016	8:58	Cite/Release
		2/2/2017	7:42	Booked
		4/9/17	7:59	Cite/Release
		7-8-17	1144	Cite/Release
		8-1-17	1508	Cite/Release
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		8-22-17	1247	Booked
		8-29-17	0739	Booked
		9-24-17	1535	Booked
		9-27-17	0911	Cite/Release
		9-29-17	1743	Booked
		9-30-17	0930	Booked
		10-12-17	1435	Cite/Release
		10-12-17	1438	Cite/Release
		10-16-17	1142	Booked
		10-9-17	1139	Cite/Release
		10/7/17	1532	Cite/Release
		10/18/17	0914	Booked
		10/17/17	0904	Cite/Release
		10/18/17	1232	Booked
		10/20/17	0703	Cite/Release
		10/3/17	0748	Booked



		10/21/17	0742	Booked
		10/23/17	0812	Booked
		10/27/17	1919	Cite/Release
		10/28/17	1007	Cite/Release
		10/29/17	0722	Cite/Release
		10/29/17	0744	Booked
		10/29/17	1415	Cite/Release
		11/2/17	0835	Cite/Release
		11/4/17	1016	Cite/Release

		11/4/17	1037	Cite/Release
		11/4/17	1153	Cite/Release
		11/15/17	0938	Cite/Release
		11/17/17	1023	Booked
		11/17/17	1029	Booked
		11/19/17	0958	Cite/Release

		11-22-17	1023	Cite
		11-22-17	1041	Cite
		11-23-17	0711	Cite
		11-23-17	0721	Cite
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		11-23-17	0856	Cite
		11-23-17	0858	Cite
		11-23-17	1001	Cite
		11-23-17	1007	Booked
		11-24-17	1054	Cite
		12-1-17	1106	Cite
		12-2-17	0918	Cite
		12-3-17	1230	Cite
		12-4-17	0920	Cite
		12-5-17	1149	Cite
		12-8-17	1207	Cite
		12-9-17	0812	Cite
		12-13-17	0810	Cite
		12-13-17	0917	Booked
		12-13-17	1541	Cite
		12-14-17	0914	Cite
		12-21-17	1028	Cite
		12-23-17	1138	Cite
		12-29-17	0920	Cite
		12-29-17	1737	Cite

		12-30-17	1003	Cite
		12-30-17	1658	Cite
		1-1-18	1357	Cite
		1-1-18	1408	Cite
		1-1-18	1417	Cite
		1-4-18	0836	Cite
		1-4-18	0841	Cite
		1-5-18	0805	Cite
		1-5-18	1040	Cite
		1-8-18	1010	Cite
		1-8-18	1152	Cite
		1-9-18	0947	Cite
		1-11-18	1017	Cite
		1-13-18	0725	Cite
		1-13-18	0731	Cite
		1-13-18	0738	Cite
		1-14-18	0815	Cite
		1-18-18	1008	Cite
		1-18-18	1021	Cite
		1-21-18	1404	Cite
		1-25-18	1222	Cite
		1-30-18	0914	Cite
		1-31-18	1413	Cite
		1-31-18	1421	Cite
		2-1-18	0848	Cite
		2-3-18	1319	Cite
		2-3-18	1330	Cite
		2-3-18	1442	Cite
		2-4-18	1613	Cite
		2-5-18	0735	Cite
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		2-5-18	1034	Cite
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		2-5-18	1418	Cite
		2-6-18	1131	Cite
		2-7-18	0734	Cite
		2-7-18	0936	Cite
		2-8-18	0906	Cite
		2-8-18	0908	Cite

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		2-23-18	0911	Cite
		2-24-18	1340	Cite
		2-26-18	0739	Cite
		2-26-18	0742	Cite
		2-26-18	0801	Cite
		2-26-18	0905	Cite
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		3-18-18	1052	Cite
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		3-29-18	1336	Cite
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		4-7-18	0732	Cite
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		4-12-18	1610	Cite
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		4-14-18	1157	Cite
		4-21-18	1142	Cite
		4-21-18	1148	Cite
		4-25-18	0806	Cite
		4-25-18	0934	Cite
		4-26-18	1201	Booked
		4-27-18	1227	Cite
		4-27-18	1438	Cite
		4-30-18	1054	Cite
		5-1-18	0926	Cite

		5-1-18	0930	Booked
		5-2-18	0927	Cite
		5-2-18	0929	Cite
		5-3-18	0920	Cite
		5-3-18	0922	Cite
		5-3-18	0937	Cite
		5-3-18	1655	Booked
		5-5-18	0844	Cite
		5-8-18	0843	Cite
		5-8-18	1200	Booked
		5-9-18	0958	Cite
		5-10-18	0909	Cite
		5-12-18	0912	Cite
		5-12-18	1231	Cite
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		5-19-18	1054	Cite
		5-20-18	0917	Cite
		5-20-18	0940	Cite
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		5-20-18	1736	Cite
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		5-22-18	1015	Cite
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		5-26-18	1012	Cite
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		5-28-18	1354	Cite
		5-29-18	0941	Cite
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		6-1-18	0923	Cite
		6-1-18	0926	Cite
		6-10-18	0947	Cite
		6-15-18	0952	Cite
		6-16-18	1207	Cite
		6-16-18	1426	Cite
		6-18-18	1057	Cite
		6-18-18	1059	Cite
		6-21-18	0754	Cite

		6-21-18	0800	Cite
		6-24-18	1221	Booked
		7-5-18	1122	Cite
		7-5-18	1124	Cite
		7-7-18	0754	Cite
		7-7-18	1100	Cite
		7-11-18	1117	Cite
		7-13-18	0925	Cite
		7-13-18	1049	Cite
		7-13-18	1107	Cite
		7-14-18	1051	Cite
		7-14-18	1150	Cite
		7-15-18	1506	Cite
		7-15-18	1526	Cite
		7-23-18	0740	Cite
		7-23-18	0749	Cite
		7-23-18	1001	Cite
		7-25-18	1205	Cite
		7-25-18	1208	Cite
		7-25-18	1341	Cite
		7-26-18	1214	Cite
		7-26-18	1327	Cite
		7-27-18	0914	Cite
		7-27-18	0914	Cite
		7-27-18	1035	Cite
		7-27-18	1036	Cite
		7-27-18	1157	Cite
		7-27-18	1418	Cite
		7-29-18	1259	Cite
		8-1-18	1029	Cite
		8-2-18	0952	Cite
		8-4-18	0806	Cite
		8-4-18	0952	Cite
		8-4-18	1022	Cite
		8-4-18	1024	Cite
		8-6-18	1116	Booked
		8-6-18	1130	Cite
		8-6-18	1235	Cite
		8-8-18	0829	Cite
		8-11-18	0955	Booked
		8-11-18	1201	Cite

		8-13-18	1530	Cite
		8-15-18	0717	Cite
		8-15-18	0720	Cite
		8-15-18	1506	Cite
		8-19-18	0744	Cite
		8-19-18	0800	Cite
		8-19-18	1004	Cite
		8-22-18	0941	Cite
		8-22-18	0943	Cite
		8-22-18	0945	Cite
		8-22-18	0947	Cite
		8-24-18	1137	Cite
		8-25-18	1204	Cite
		8-28-18	0819	Cite
		8-30-18	0950	Cite
		8-31-18	1122	Cite
		9-1-18	1444	Cite
		9-1-18	1630	Cite
		9-17-18	1451	Booked



**SPOKANE POLICE DIVISION**  
**CHIEF OF POLICE**  
**CRAIG N. MEIDL**

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**Strategic Initiatives**  
**October 2018 Report**

**Public Safety and Community Health Committee Briefing**  
**October 1, 2018**

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





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Selected Excerpts of Officer Commendation Letters

I cannot express to you what a caring and kind officer **[Captain Dan] Torok** is. I was driving a little too fast; however, I had received a call from my 91-year-old mother and there was nothing on the line so I went into panic mode. He indeed did pull me over, and yes, I was pretty upset. He calmed me down enough to let me explain why I was speeding and that I really needed to get home due to the circumstances. He was most helpful and told me to call my neighbor. I so appreciated his kindness and caring attitude. I thank him so much for his thoughtfulness. I believe that Officer Torok is very much an asset to the department and we are very lucky to have him on the force.

-H. C.

Chief Meidl, On behalf of the Washington State Patrol, I want to express my genuine appreciation to your team for their assistance on a recent operation. With the help and hard work of several of your detectives, the WSP Missing and Exploited Children Task Force apprehended nine, and counting, suspects who intended on raping a child. I am thankful of the leadership, work ethic, and commitment to excellence your detectives displayed.

- Assistant Chief Randy F. Drake, Investigative Services Bureau, Washington State Patrol

Chief, I wanted to send you a note to tell you how much I appreciate your assistant **Angie [Napolitano]** and all of the assistance she's given me in arranging next week's Mass Shootings Work Group meeting at the Fire Training Academy. She has taken care of all of the details, and gone way above and beyond. She contacted Tom Sawyer coffee, who is going to cater the coffee for the meeting at no charge. It can sometimes be difficult to make sure all the pieces are put together when you're trying to do something from long distance, but she's been my eyes and ears on the ground and has covered every single base I could possibly think of. She's truly a treasure and I've thoroughly enjoyed working with her. I just wanted you to know what she's done and how helpful she's been. Thank you!

-Deb Gregory, Washington Association of Sheriffs & Police Chiefs

I want to thank you for recovering our car. First, I want to thank **Officer [Yeshua] Matthew** who took the report. He gave me a ride home and went through our home to make sure no one had broken in. He was very kind and considerate. I don't know the officers who did the great detective work and spotted our car. A very gracious young lady and kind gentleman **[Officers Alisha Nguyen, Austin Toal, and Corporal Fairbanks]** called us. Thank you seems very feeble for all you do, but you have our sincere thanks.

-K. B.







# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

CRAIG N. MEIDL

### Internal Affairs Unit Update

#### January 1 through August 31, 2018 Commendations and Complaints

Commendations Received:    **Total: 87**

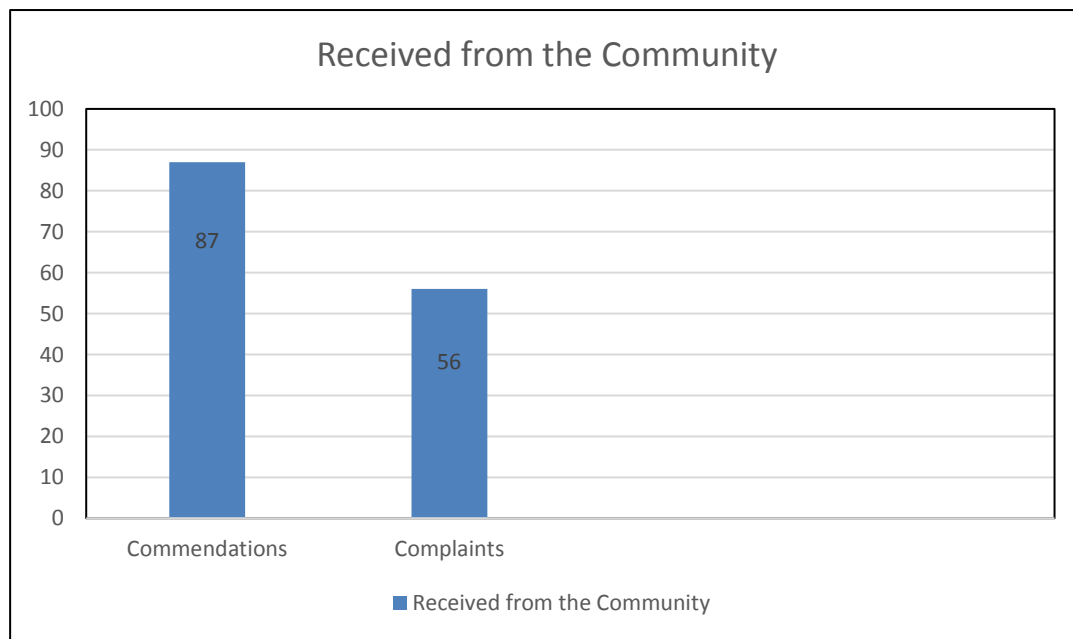
Complaints Received:        **Total: 71 (56 from community)**

**Closed Out as Inquiries: 10 (As of August 31, 2018)**

*An inquiry is an initial complaint about employee conduct which, even if true, would not qualify as a personnel complaint and may be handled informally by a department supervisor and shall not be considered complaints.*

#### Source of 2018 Complaints\*

Received by the Office of Police Ombudsman	<b>Total: 39</b>
Received by the Spokane Police Department	<b>Total: 32</b>
Internally Generated by the SPD	<b>Total: 15</b>
Generated by the Community	<b>Total: 56</b>





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Use of Force Update

##### 2018 Non-Deadly Reportable Use of Force Incidents

From January 1-July 31, 2018, there were 74 non-deadly use of force incidents, including 19 K9 contacts and 55 other (e.g., TASER, neck restraint). In 2017 during this period, there were 72 non-deadly use of force incidents.

##### 2018 Deadly Use of Force Incidents

From January 1-August 31, 2018, there was one deadly force incident. In 2017 during this period, there were three deadly use of force incidents.

#### Officer-Involved Shooting Incidents Update (through August 31, 2018)

##### 2018

##### **Incident 2018-20045627 (Under SPD Administrative investigation)**

Incident 2018-20045627 occurred on March 12, 2018, in the 5300 block of North Regal. The Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is ongoing.

##### 2017

##### **Incident 2017-20197756 (Pending Deadly Force Review Board-DFRB)**

Incident 2017-20197756 took place on 10/4/2017, in the 2300 block of West Wellesley. The Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is completed. A DFRB is the next step.

##### **Incident 2017-20235296 (Pending Deadly Force Review Board-DFRB)**

Incident 2017-20235296 took place on 11/28/2017 in the 2900 block of East Rowan. The Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is completed. A DFRB is the next step.

##### **Incident 2017-20253538 (Pending Deadly Force Review Board-DFRB)**

Incident 2017-20253538 took place on 12/26/2017 in the area of Monroe/Sharp. The Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is completed. A DFRB is the next step.





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Items of Interest

##### Citizens Academy

The Fall Citizens Academy began September 5, 2018 and takes place on Wednesday night through October 3 at SPD's training facility. The Citizens Academy introduces students to police training (hands-on and virtual), use of force, operations and investigative procedures, special police units such as SWAT and K9. Internal Affairs, the Police Ombudsman Office, and body cameras as also included. The Citizens Academy gives community members a chance to learn about police operations and to ask questions to the many department representatives who teach the class.

At right: Chief Meidl, Dirk Vastrick, and Captain Meidl at a Citizens Academy graduation



##### Enhancing the Survival Mindset (ESM) Class

On September 27, SPD held another "Enhancing the Survival Mindset" class for the community. The class is designed to provide a safe place for women and teen girls to learn the basics of self-defense and situational awareness. The course consists of a classroom portion where participants receive information on crime statistics, situational awareness, and survival mindset. Hands-on training introduces participants to defensive tactic techniques and places participants into realistic threat scenarios. Afterward, participants de-brief the situations with officers and process potential options and different ways of responding to similar threats. Attendees must be at least middle school aged accompanied by an adult to participate.

#### Precinct Highlights

##### **North Precinct Highlights**

##### Outreach

- **Officer Traci Ponto** participated in the Salvation Army's "Shop with a Cop" event at Target, helping kids shop for new clothes donated by Target.

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# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

- **Detective Janice Oliver and Sergeant Vic Carroll** participated in a school supply giveaway at the West Central Community Center helping to give out school supplies and interacting with kids at the event.

#### Abatement Property

**Officer Dale Wells** worked for several months on a case involving a nuisance house on Knox. On August 30, Judge Plese signed a Warrant of Abatement and Order on the Motion for a Preliminary Injunction and Warrant of Abatement in Superior Court. The house has been cleared out and boarded up with "No Trespassing" signs. The neighborhood should be much quieter and pleasant for residents to enjoy.

#### **South Precinct Highlights**

##### Outreach

Neighborhood Resource Officers **Dion Mason, Tim Ottmar, and Seth Berrow** participated in a "Know your NRO" event at the Southside Senior and Event Center. Community members came to engage their Neighborhood Resource Officers on various topics in their neighborhoods.

#### **Downtown Precinct Highlights**

##### Outreach

- Downtown Officers were present and visible at Lewis and Clark High School for the first day of school in August.
- **Lieutenant Steve Braun** organized a Youth & Police Initiative (YPI) session at Volunteers of America's Crosswalk Youth Shelter during August. Crosswalk is the only licensed emergency shelter serving runaway and homeless youth in Eastern Washington. An array of professional case managers, teachers, health care workers, and chemical dependency counselors work with Crosswalk youth with the primary goal of ending their homelessness and connecting them to stabilizing and supportive services. Lieutenant Braun planned and organized the session with Downtown Precinct officers so that the youth would have an opportunity to engage with officers who work downtown.

##### Crime Reduction

- The Downtown Precinct worked with House of Charity, Geiger and Code Enforcement as the House of Charity closed their 24/7 operations to address and dispel crowds in that area in order to reduce a variety of crimes.
- Downtown Precinct staff worked with the Civil Enforcement Unit to address problems around Howard/Sprague, which has been a regular Hotspot. Additionally, NROs have engaged in regular foot/bike patrols in this area to address crimes committed by crowds forming in the area. As a result, problems in this area have decreased significantly.





# **SPOKANE POLICE DIVISION**

## **CHIEF OF POLICE**

### **CRAIG N. MEIDL**

- Downtown Precinct officers investigated a chronic downtown indecent exposure suspect for repeated new incidents. After sharing information with the Downtown Spokane Partnership Ambassadors, they located the suspect and contacted Downtown Precinct officers who successfully arrested him and charged him with four new felony indecent exposure charges.

#### **Mental Health Collaboration**

Due to the "Trueblood" grant obtained by Frontier Behavioral Health, the Downtown Precinct now has a mental health counselor embedded with officers full-time, specifically working with NROs to prevent/divert Emergency Room visits and jail stays for appropriate clientele.

#### **Outreach Update**

#### **Youth Outreach Participation to Date**

SPD's Youth & Police Initiative (YPI) is an early intervention and prevention program that works to build trust in law enforcement while reducing stereotypes. The program began in 2014, and we have since held 45 sessions throughout the Spokane area. The sessions take place in different settings including high schools, community centers, and teen homeless shelters. 525 teens have graduated from YPI, and more than 150 officers have participated in the program.

School counselors, school resource officers, and community leaders collaborate to select youth for participation in the program. Many of these teens have not had positive interactions with law enforcement, as their interactions may have involved arrests of friends and family members, or the teens themselves. The YPI curriculum involves role-play and discussion about police interactions, including an ability for attendees and officers to explain their perspectives in these situations. It also involves an honest discussion about peer pressure and positive decision-making relating to school, drugs, and preparing for their future.

#### **YPI Sessions**

2014:

1. East Central: 15 youth
2. Hillyard: 11 youth
3. West Central: 12 youth
4. South Perry: 11 youth
5. North Central High School: 13 youth
6. Crosswalk Youth Shelter: 9 youth
7. West Central Community Center: 14 youth
8. Excelsior Youth Center: 14 youth

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





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

9. Rogers High School: 9 youth

Yearly total: 108

2015:

10. North Central High School: 8 youth

11. Shadle Park High School: 14 youth

12. Ferris High School: 15 youth

13. Martin Luther King Jr. Family Center: 12 youth

14. Rogers High School Gay Straight Alliance: 13 youth

15. Ferris High School: 15 youth

16. Lewis and Clark High School: 14 youth

17. Shadle Park High School: 14 youth

Yearly total: 105

2016:

18. Eagle Peak High School: 8 youth

19. Ferris High School: 11 youth

20. North Central High School: 14 youth

21. Rogers High School: 13 youth

22. Lewis and Clark High School: 15 youth

23. Excelsior High School: 8 youth

24. Shaw Middle School: 11 youth

25. Rogers High School: 15 youth

26. Lewis and Clark High School: 8 youth

27. Glover Middle School: 12 youth

Yearly total: 115

2017:

28. Shadle Park High School: 10 youth

29. Eagle Peak High School: 6 youth

30. North Central High School: 13 youth

31. Salvation Army: 15 youth

32. Rogers High School: 9 youth

33. Excelsior Youth Center: 8 youth

34. Rogers High School: 11 youth

35. Garry Middle School: 11 youth

36. Rogers High School: 11

37. Glover Middle School: 14 youth

38. Rogers High School: 9 youth

Yearly total: 117







# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

2018 to date:

- 39. 2018 Garry Middle School: 15 youth
- 40. Lewis and Clark High School: 13 youth
- 41. Ferris High School: 12 youth
- 42. Rogers High School: 9 youth
- 43. North Central High School: 12 youth
- 44. Rogers High School: 13 youth
- 45. Crosswalk Youth Shelter: 6 youth

Yearly total: 80

#### Police Activities League (PAL) Sessions

The Spokane Police Activities League (PAL) program engages participating youth in positive athletic and academic programs, including gang and drug intervention and prevention. PAL also bridges the gap between Spokane Police Officers and potential at-risk youth. PAL takes place in West Central at AM Cannon Park, in Hillyard at Shaw Middle School, and East Central at Liberty Park. Activities include STEM, Basketball, Track, Baseball, Flag Football, Golf, and Soccer.

PAL began in 2013 at Liberty Park in the East Central Neighborhood. In 2015, the PAL program expanded to the Northside/Hillyard and West Central neighborhoods. In 2018, the Northside location was Shaw Middle School, which had fewer participants than past Northside locations (Harmon Park, Friendship Park).

2013: 53  
2014: 58  
2015: 163  
2016: 390  
2017: 570  
2018: 400

Total: 1634 participants



Sergeant Sean Wheeler and K9 at PAL  
Photo credit: Heather Stokes





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

CRAIG N. MEIDL

### PAL Photos

Photographer Heather Stokes volunteered her time and services to capture moments at PAL.  
[www.heatherstokesphotography.com](http://www.heatherstokesphotography.com)



Sergeant Mike Carr with PAL participant



Officer Mike Russo coaching baseball





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL



Volunteer Coach Phillip, Chief Meidl, and PAL participant

Photo Credit: Heather Stokes Photography

#### Community Outreach Unit Summary

- Russian Refugee Tour of the PSB (8/23)
- Finish up YPI at Crosswalk (8-23/8-24)
- Stuffing Backpacks at Sheridan Elementary (8-22)
- Gathering at the Falls Powwow (8-26)
- Shaw Middle School BBQ (8-27)
- Patient Outreach at Eastern State Hospital (8-29)
- Pig out in the Park (8-30)
- Spokane County Interstate Fair (9-7 to 9-16)
- Evergreen Clubhouse (9-5)
- Excelsior Youth Center (9-6)
- Lincoln Heights Elementary Read-a-thon (9-10)
- NAACP meeting (9-17)
- Community Building Day, Holmes Elementary (9-19)
- Touch a Truck, Spokane Community College (9-22)
- Diabetes Walk for Kids (9-23)



# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Ongoing Outreach at Eastern State Hospital

In conjunction with the Enhanced Crisis Intervention Team, Spokane Police Department's Community Outreach Unit has begun an integration process at Eastern State Hospital to outreach to the patient population. Officers have begun to interact with patients who currently reside in the Adult Psychiatric Unit within the hospital. Patients are becoming familiar with their presence during their classroom and recreation time.

After a familiarization period, a curriculum will be instituted that will teach the patients due to be released. The curriculum will cover interactions with law enforcement upon their reintegration into society. The classes will allow for a question and answer sessions and will provide patients with scenarios where they may commonly interact with the police and how they should respond to ensure a positive outcome for all parties involved.

This ongoing outreach will allow officers a chance to establish a relationship with these patients outside of a crisis situation in a controlled environment, before their release.

#### Spokane County Interstate Fair

Every September, the Community Outreach Unit has a presence at the Fair to connect with community members. Officers enjoy answering questions and meeting people who live and work in Spokane.





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

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#### **Noteworthy News**

##### **Spokane drops in the national car theft rankings**

After spending too long near the top-ten, the Spokane area is now ranked at 36 for its rate of car theft.

<https://www.kxly.com/news/spokane-drops-in-the-national-car-theft-rankings/785940560>



## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Purchase of Component Cooling Water Cells for the WTE Facility.
<b>Date:</b>	October 1, 2018
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources – Sustainable Practices; Innovative Infrastructure – Affordable Services
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval for purchase; without which the WTE would not be able to continue uninterrupted operations.
<b>Background/History:</b> Purchase of Three (3) Component Cooling Water Cells to replace the three (3) current cells, which are approximately 27 years old, the cells are part of WTE Facility's Component Cooling Water System.  The City issued RFB #4477-18, Kelvion, Inc., 5202 W. Channel Rd, Catoosa, OK 74014, was determined to be the lowest, responsive and responsible bidder; two bids were received.  The purchase cost of is \$336,844.80, inclusive of taxes.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Procurement of Three (3) Component Cooling Water Cells</li> <li>Delivery First Quarter 2019</li> <li>Total cost \$336,844; which includes taxes</li> <li>Procurement would allow for continued uninterrupted operation of the WTE Facility</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Council Study Session

<b>Division &amp; Department:</b>	Finance & Administration, Asset Management
<b>Subject:</b>	Non-Federal Funded Right of Way Acquisition Services
<b>Date:</b>	10/1/18
<b>Author (email &amp; phone):</b>	Dave Steele, 625-6064
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	NA
<b>Type of Agenda item:</b>	<b>XXX</b> Consent      Discussion      Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	6 Year Capital Program
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	ASAP
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	New Contract for non-federal funded right of way acquisition services.
<b><u>Background/History:</u></b>  <p>The City of Spokane often has need of Right of Way acquisition and or relocation services. Typically, these services are needed on a project by project basis and are related to locally funded projects such as street safety projects, street capacity improvement projects, upcoming stormwater projects, etc.</p> <p>Funding for these contracts is directly tied to current projects and will be assigned on a project by project basis as individual task assignments. These projects are scoped and funded to include the cost of ROW acquisition and relocation services as needed. These projects are typically time sensitive and require consultants that are certified by WSDOT to complete this type of work. The completion of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next 3-5 years. This contract with Epic Land Solutions provides these services for the next 3 years (plus 2 one year extensions) with a total not to exceed contract amount of \$250,000 over the term of the contract and completes this round of new contracts.</p>	
<b><u>Executive Summary:</u></b> <p>Contract for right of way acquisition services on projects that are locally funded, but still have to meet WSDOT rules for property acquisition.</p>	
<b><u>Budget Impact:</u></b> <p>Approved in current year budget?      <b>XX</b> Yes      No</p> <p>Annual/Reoccurring expenditure?      <b>XX</b> Yes      No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b><u>Operations Impact:</u></b> <p>Consistent with current operations/policy?      <b>XX</b> Yes      No</p> <p>Requires change in current operations/policy?      Yes      <b>XX</b> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	Interview Room Camera and Recording System with Installation
<b>Date:</b>	10/01/2018
<b>Contact (email &amp; phone):</b>	Jennifer Isaacson <a href="mailto:jisaacson@spokanepolice.org">jisaacson@spokanepolice.org</a> 625-4056
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval for Interview Room Camera and Recording System with Installation Contract.
<b>Background/History:</b> The Police Department needs a camera and recording system upgrade for interview rooms. The current system is failing, and as such, valuable investigation information could be missed or lost. A contract between Axon Enterprise, Inc. and a Purchasing Cooperative (NPP.gov) will be piggybacked for procurement of the system. The City has an interlocal agreement with NPP.gov allowing piggyback of their contracts.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Contract period of performance will begin on September 1, 2018 and end on August 31, 2023</i></li> <li><i>Contract will include equipment, installation, set-up, software, software licenses, maintenance, support and extended warranties.</i></li> <li><i>Funding source is forfeiture funds</i></li> <li><i>Estimated amount for contract term is \$133,558.46 plus sales tax</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	OJJDP FY 2018 Gang Suppression Planning Grant Program
<b>Date:</b>	September 26 <sup>th</sup> , 2018
<b>Contact (email &amp; phone):</b>	Asst. Chief Justin Lundgren 625-4115
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Asst. Chief Justin Lundgren
<b>Committee(s) Impacted:</b>	PSCH
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	City Strategic Plan
<b>Strategic Initiative:</b>	Safe and Healthy
<b>Deadline:</b>	Application Deadline is October 4th, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	OJJDP is offering up to five awards of \$200,000 to be utilized over an 18 month program period beginning on or after April 1 <sup>st</sup> , 2019. There is no fund matching requirement for this grant. The City of Spokane would serve as the fiscal agent.

#### Background/History:

The Spokane Police Department and City of Spokane are currently members of the Safe Community Partnership. Our partners in this effort include Spokane County Juvenile Court, Spokane Safe Streets Task Force, Spokane Public Schools, ESD 101, and other private businesses and non-profits. Using a comprehensive gang model, this group focuses on the reduction of gang activity and crime involving youth in our community through the use of prevention, intervention, and targeted suppression. In 2018, the partnership completed a local comprehensive gang assessment and has shared this information with Council.

The Gang Suppression Planning Grant Program will serve to support and enhance the work already occurring with the Safe Community Partnership.

#### Executive Summary:

- *The goals of the Gang Suppression Planning Grant are to:*
- *Understand the jurisdiction's gang landscape and be able to use data (gang intelligence) to develop effective gang control strategies;*
- *Reduce and sustain reductions in community youth violence, particularly gun and gang violence, and victimization;*
- *Prevent violence and promote healing from victimization and exposure to violence in the home, school, and community; and*
- *Increase the safety, well-being, and healthy development of children, youth, and families.*

The funding from this award will be utilized to sustain the project coordinator position, provide for an employee to conduct outreach work with youths and their families in the community, send a team to the OJJDP National Gang Conference, and other research and training expenses to support the prevention, intervention and targeted suppression strategies.

<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>



## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	SWAT Bearcat vehicle purchase
<b>Date:</b>	10/01/2018
<b>Contact (email &amp; phone):</b>	Justin Lundgren <a href="mailto:jclundgren@spokanepolice.org">jclundgren@spokanepolice.org</a> 625-4115
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval for purchase of bearcat armored vehicle from Lenco Industries, Inc.
<p><b>Background/History:</b> The Spokane Police SWAT team currently has one armored vehicle that is shared with the SCSO for response to tactical situations. About two years ago, SWAT had a second military surplus armored vehicle that had mechanical issues and offered substandard ballistic protection. This purchase will provide for a dedicated SPD armored vehicle to respond to tactical situations. The current Bearcat was used approximately 40 times during SWAT calls and another 20-30 times to respond to tactical situations supporting Patrol. This purchase will ensure a modern armored vehicle is available for SPD SWAT to utilize at all times. SPD has utilized armor provided by the Kootenai County SO, Post Falls PD, Spokane County SO, and Bonner County SO to safely resolve situations within the City of Spokane due to a lack of an available armored vehicle.</p> <p>A contract between Lenco Industries, Inc. and the GSA Federal Acquisition Service will be accessed and piggybacked for procurement of the bearcat vehicle. The contract is on Federal GSA schedule 84 that allows cooperative purchasing for local agencies. Contract number is GS-07F-169DA. Estimated amount will be \$305,000</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li><i>Purchase of Bearcat Vehicle to be used by SWAT</i></li> <li><i>This vehicle is required to replace an antiquated military surplus vehicle that was no longer mechanically reliable and was retired two years ago. The addition of a new armored vehicle will ensure that SPD has one available to respond to tactical situations. SPD SWAT utilizes an armored vehicle 60-70 times per year and currently relies on several other agencies for armored vehicles when one is not available for their use.</i></li> <li><i>Purchase by piggyback of GSA Federal Acquisition Service Contract #GS-07F-169DA</i></li> <li><i>Contract is on the GSA schedule 84 that allows cooperative purchasing for local agencies</i></li> <li><i>Funding source is 2019 Police SIP Loan capital funds</i></li> <li><i>Estimated amount will be \$305,000, to be finalized before contracting</i></li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p>	

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

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

BRIEFING PAPER  
City of Spokane  
Neighborhood and Business Services  
September 28, 2018

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Subject

Lease for 130 S. Arthur for use by the Spokane EnVision Demonstration Site.

Background

Neighborhood and Business Services (NBS) has been working in cooperation with Spokane County, and numerous social services providers, to establish an integrated social services site, which will serve as Spokane's EnVision Center Demonstration Site. This site provides many advantages for the EnVision initiative. It will allow close proximity to WorkSource, whose partnership is one of the key reasons for receiving the designation. WorkSource also brings a vast wealth of experience in the coordination and management of the site. It is in the East end of downtown, and is along major bus routes. The large amount of floor space, 20,000 + sq ft, will be completely utilized for the pilot, bringing in over 12 providers for the collaborative space, and numerous programs and workshop events.

Action

Due to numerous setbacks with finding a location for the site, the difficulty in communicating with the landlord, and the impending visit from HUD executives on October 25<sup>th</sup>, NBS is requesting that City Council suspend the rules, and consider the lease (attached below) for 130 S. Arthur for a vote on October 1, 2018. This will allow the EnVision initiative to take steps forward to a full launch in early 2019.



Arthur S 130 Full  
Lease 092018 (004).p



**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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CBA Form GR-LS  
Multi-Tenant Gross Lease  
Rev. 1/2011  
Page 1 of 25

**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this 20th day of September, 2018, between Ulupalakua Ranch, Inc. ("Landlord"), and City of Spokane (Tenant"). Landlord and Tenant agree as follows:

**1. LEASE SUMMARY.**

**a. Leased Premises.** The leased commercial real estate i) consists of an agreed area of approximately 20,116 rentable square feet and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as 130 S. Arthur - entire second floor less the defined equipment rooms and common area identified on Exhibit A to this lease (suite number and address). The Premises do not include, and Landlord reserves, the exterior walls and roof of the Premises; the land beneath the Premises; the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the building in which the Premises are located (the "Building"). The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of ± 40,232 rentable square feet.

**b. Lease Commencement Date.** The term of this Lease shall be for a period of 24 months and shall commence on October 1, 2018 or such earlier or later date as provided in Section 3 (the "Commencement Date"). Tenant shall have no right or option to extend this Lease, unless otherwise set forth in a rider attached to this Lease (e.g., Option to Extend Rider, CBA Form OR).

**c. Lease Termination Date.** The term of this Lease shall expire at midnight on September 30, 2020 or such earlier or later date as provided in Section 3 (the "Termination Date").

**d. Base Rent.** The base monthly rent shall be (check one): ☐ \$\_\_\_\_\_, or ☒ according to the Rent Rider attached hereto ("Base Rent"). Rent shall be payable at Landlord's address shown in Section 1(h) below, or such other place designated in writing by Landlord.

**e. Prepaid Rent.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$16,000 as prepaid rent, to be applied to the Rent due for months 1 through 1 of the Lease.

**f. Security Deposit.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$0.00 to be held as a security deposit pursuant to Section 5 below. The security deposit shall be in the form of (check one): ☐ cash, ☐ letter of credit according to the Letter of Credit Rider (CBA Form LCR) attached hereto, or ☐ check.

**g. Permitted Use.** The Premises shall be used only for Social Services Pilot Program (further identified on Ex. D) and for no other purpose without the prior written consent of Landlord (the "Permitted Use").

**h. Notice and Payment Addresses.**

Landlord: Jerry Abrams Company  
c/o Tiffany Janikowski  
309 Bradley Blvd. Ste. 115 Richland, WA 99352  
Fax No.: \_\_\_\_\_



**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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CBA Form GR-LS  
Multi-Tenant Gross Lease  
Rev. 1/2011  
Page 2 of 25

**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)

Email: [tiffany@jerryabrams.com](mailto:tiffany@jerryabrams.com)

Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email: \_\_\_\_\_

**2. PREMISES.**

**a. Lease of Premises.** Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease.

**b. Acceptance of Premises.** Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements to be completed by Landlord as described on attached Exhibit C ( the "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the Landlord's Work); and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

**c. Tenant Improvements.** Attached Exhibit C sets forth all of Landlord's Work, if any, and all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any, that will be performed on the Premises. Responsibility for design, payment and performance of all such work shall be as set forth on attached Exhibit C. If Tenant fails to notify Landlord of any defects in the Landlord's Work within thirty (30) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for the Permitted Use, Tenant shall notify Landlord and the Commencement Date shall be delayed until Landlord has notified Tenant that Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for the Permitted Use. Tenant shall prepare a punch list of all minor defects in Landlord's Work and provide the punch list to Landlord, which Landlord shall promptly correct.

**3. TERM.** The term of this Lease shall commence on the Commencement Date specified in Section 1, or on such earlier or later date as may be specified by notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for possession and specifying the Commencement Date, which shall not be less than 30 days (thirty (30) days if not filled in) following the date of such notice.

**a. Early Possession.** If Landlord permits Tenant to possess and occupy the Premises prior to the Commencement Date specified in Section 1, then such early occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1, but otherwise all terms and conditions of this Lease shall nevertheless apply during the period of early occupancy before the Commencement Date.

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**b. Delayed Possession.** Landlord shall act diligently to make the Premises available to Tenant; provided, however, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. If possession is delayed, the Commencement Date set forth in Section 1 shall also be delayed. In addition, the Termination Date set forth in Section 1 shall be modified so that the length of the Lease term remains the same. If Landlord does not deliver possession of the Premises to Tenant within 60 days (sixty (60) days if not filled in) after the Commencement Date specified in Section 1, Tenant may elect to cancel this Lease by giving notice to Landlord within ten (10) days after such time period ends. If Tenant gives notice of cancellation, the Lease shall be cancelled, all prepaid rent and security deposits shall be refunded to Tenant, and neither Landlord nor Tenant shall have any further obligations to the other. The first "Lease Year" shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease Year during the initial term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Lease Year. To the extent that the tenant improvements are not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease, the Lease shall nevertheless commence on the Commencement Date set forth in Section 1.

**4. RENT.**

**a. Payment of Rent.** Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on (check one): ☐ the Commencement Date, or ☒ lease execution (if no date specified, then on the Commencement Date), and shall also pay any other additional payments due to Landlord ("Additional Rent") (collectively, "rent" or "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

**b. Late Charges; Default Interest.** If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

**c. Less Than Full Payment.** Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that



**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section.

**5. SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for Tenant's default. If Landlord applies the security deposit as contemplated by this Section, Tenant shall, within five (5) days after written demand therefor by Landlord, deposit with Landlord the amount so applied. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required by Section 12 of this Lease.

**6. USES.** The Premises shall be used only for the Permitted Use specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or to injure or annoy such persons.

**7. COMPLIANCE WITH LAWS.** Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that as of the Commencement Date, to Landlord's knowledge but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of the Permitted Use, and Tenant shall be responsible for making any changes or alterations as may be required by law, rule, regulation, or order for Tenant's Permitted Use at its sole cost and expense. Otherwise, if changes or alterations are required by law, rule, regulation, or order unrelated to the Permitted Use, Landlord shall make changes and alterations at its expense.

**8. UTILITIES AND SERVICES.** Landlord shall provide the Premises the following services: water and electricity for the Premises seven (7) days per week, twenty-four (24) hours per day, and heating, ventilation and air conditioning from 8:00 a.m. to 5:00 p.m. Monday through Friday. ~~;~~ ~~\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. on Saturday;~~ and ~~\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. on Sunday,~~ and Landlord shall also provide janitorial service to the Premises and Building five (5) nights each week, exclusive of holidays, *WHICH TENANT SHALL BE RESPONSIBLE FOR PAYING ITS PROPORTIONATE SHARE OF AS BILLED BY LANDLORD TO TENANT.* Heating, ventilation and air conditioning services will also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at Tenant's sole cost and expense, at an hourly rate reasonably established by Landlord from time to time and payable by Tenant, as and when billed, as



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Additional Rent. ~~TENANT SHALL BE RESPONSIBLE FOR THE PREMISES' SEPARATELY METERED ELECTRICAL. If water and electricity services are not separately metered to the Premises, Tenant shall pay 50% OF THE NATURAL GAS INVOICE ON A MONTHLY BASIS AS BILLED BY LANDLORD.~~ ~~its proportionate share of all charges for any utilities that are jointly metered based on the ratio which the rentable square feet of the Premises bears to the total rentable square feet served by the joint meters.~~ Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility charges which are above those usual and customary for the Permitted Use, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage.

Tenant shall furnish all other utilities (including, but not limited to, telephone, Internet, and cable service if available) and other services which Tenant requires with respect to the Premises, and shall pay, at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises, except those to be provided by Landlord as described above. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof.

**9. TAXES.** Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises. Landlord shall pay all Taxes with respect to the Building and the Property, including any Taxes resulting from a reassessment of the Building or the Property due to a change of ownership or otherwise.

**10. COMMON AREAS.**

**a. Definition.** The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general, non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.

**b. Use of the Common Areas.** Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, officers, agents, servants, contractors,



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customers, clients, visitors, guests, or other licensees or invitees, to comply with those rules and regulations, and not interfere with the use of Common Areas by others.

**c. Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair. In performing such maintenance, Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

**11. ALTERATIONS.** Tenant may make alterations, additions or improvements to the Premises, including any Tenant Work identified on attached Exhibit C (the "Alterations"), only with the prior written consent of Landlord, which, with respect to Alterations not affecting the structural components of the Premises or utility systems therein, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Alterations so long as such request includes the names of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, the Building, or the Property, and Landlord's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as to not unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment (as set forth in Section 19) all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or the Property or any interest therein. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.

**12. REPAIRS AND MAINTENANCE; SURRENDER.** Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition, ~~including all HVAC components and other utilities and systems to the extent exclusively serving the Premises.~~ Landlord shall maintain and repair the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities and systems ~~serving more than just the Premises, and the Common Areas.~~ Tenant shall not damage any demising wall or disturb the structural integrity of the Premises, the Building, or the Property and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 4 shall be due and payable as Additional Rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted. *LANDLORD SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR OR SERVICE OF THE WALL PACK HVAC UNIT LOCATED IN THE OLD "SERVER ROOM" (SEE EXHIBIT A).*

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**13. ACCESS AND RIGHT OF ENTRY.** After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term, and (b) posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.

**14. SIGNAGE.** Tenant shall obtain Landlord's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

**15. DESTRUCTION OR CONDEMNATION.**

**a. Damage and Repair.** If the Premises or the portion of the Building or the Property necessary for Tenant's occupancy are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy to the extent required below and this Lease shall not terminate. Tenant may, however, terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event by giving twenty (20) days notice of termination.

The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are damaged. If insurance proceeds are not available or are not sufficient to pay the entire cost of restoring the Premises, or if Landlord's lender does not permit all or any part of the insurance proceeds to be applied toward restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or fifty percent (50%) or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition to the extent required below; provided, however, if such casualty event occurs during the last six (6) months of the Lease term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within sixty (60) days after receipt by Landlord from Tenant of notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease upon twenty (20) days' notice to Landlord unless Landlord, within such twenty (20) day period, notifies Tenant that it will in fact restore the Premises or actually completes such restoration work to the extent required below, as applicable.

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If Landlord restores the Premises or the Property under this Section, Landlord shall proceed with reasonable diligence to complete the work, and the base monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a Rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord shall have no obligation to carry insurance of any kind for the protection of Tenant; any alterations or improvements paid for by Tenant; any Tenant Work identified in Exhibit C (regardless of who may have completed them); Tenant's furniture; or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord's restoration obligations hereunder shall not include any obligation to repair any damage thereto or replace the same.

**b. Condemnation.** If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date.

If the condemning authority takes a portion of the Premises or of the Building or the Property necessary for Tenant's occupancy that does not render them untenable, then this Lease shall continue in full force and effect and the base monthly rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building or the Property and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant may terminate the Lease under this Section, provided that in no event shall Tenant's claim reduce Landlord's award.

**16. INSURANCE.**

**a. Tenant's Liability Insurance.** During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000, and a deductible of not more than \$10,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require

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Tenant to obtain and maintain business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage.

**b. Tenant's Property Insurance.** During the Lease term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures and equipment in the amount of their full replacement value, with a deductible of not more than \$10,000.

**c. Miscellaneous.** Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the state in which the Premises are located. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

**d. Landlord's Insurance.** Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate.

**e. Waiver of Subrogation.** Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

**17. INDEMNIFICATION.**

**a. Indemnification by Tenant.** Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.

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**b. Indemnification by Landlord.** Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.

**c. Waiver of Immunity.** Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

**d. Exemption of Landlord from Liability.** Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, other licensees or invitees, or any other person in or about the Premises or the Property.

**e. Survival.** The provisions of this Section shall survive expiration or termination of this Lease.

**18. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. ~~In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing same, including attorneys' fees, upon demand of Landlord, up to a maximum of \$1,250.~~

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption agreement and documents.

**19. LIENS.** Tenant shall not subject the Landlord's estate to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or





**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

**20. DEFAULT.** The following occurrences shall each constitute a default by Tenant (an "Event of Default"):

**a. Failure To Pay.** Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.

**b. Vacation/Abandonment.** Vacation by Tenant of the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

**c. Insolvency.** Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.

**d. Levy or Execution.** The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.

**e. Other Non-Monetary Defaults.** The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.

**f. Failure to Take Possession.** Failure by Tenant to take possession of the Premises on the Commencement Date or failure by Tenant to commence any Tenant Improvement in a timely fashion.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform any of its obligations to the standard prescribed in this Lease.

Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

**21. REMEDIES.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

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a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

b. **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" are defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs of securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease

c. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term or any extension thereof.

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d. **Nonpayment of Additional Rent.** All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.

e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

**22. MORTGAGE SUBORDINATION AND ATTORNMENT.** This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"). Tenant shall attorn to the holder of any Landlord's Mortgage or any party acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided the acquiring party assumes the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request, execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section to subordinate in the future are conditioned on the holder of each Landlord's Mortgage and each party acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default by Tenant exists.

**23. NON-WAIVER.** Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

**24. HOLDOVER.** If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return the Premises to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy and shall be on a month-to-month basis, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.

**25. NOTICES.** All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile numbers set forth in Section 1. The addresses for notices



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and payment of rent set forth in Section 1 may be modified by either party only by notice delivered in conformance with this Section.

**26. COSTS AND ATTORNEYS' FEES.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

**27. ESTOPPEL CERTIFICATES.** Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the total rentable square footage of the Premises; (ii) the date the Lease term commenced and the date it expires; (iii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iv) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (v) that this Lease represents the entire agreement between the parties; (vi) that all obligations under this Lease to be performed by either party have been satisfied; (vii) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (viii) the amount of Rent, if any, that Tenant paid in advance; (ix) the amount of security that Tenant deposited with Landlord; (x) if Tenant has sublet all or a portion of the Premises or assigned its interest in the Lease and to whom; (xi) if Tenant has any option to extend the Lease or option to purchase the Premises; and (xii) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Tenant acknowledges and agrees that any statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days to Landlord's request for the statement required by this Section, Landlord may provide the statement and Tenant shall be deemed to have admitted the accuracy of the information provided by Landlord.

**28. TRANSFER OF LANDLORD'S INTEREST.** This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.

**29. LANDLORD'S LIABILITY.** Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

**30. RIGHT TO PERFORM.** If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any act on Tenant's behalf. Tenant shall, within ten (10) days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.

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**31. HAZARDOUS MATERIAL.** As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Property, or elsewhere; damages arising from any adverse impact on marketing of space at the Premises or the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Material on the Premises or the Property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises and the Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion. The provisions of this Section shall survive expiration or termination of this Lease.

**32. QUIET ENJOYMENT.** So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

**33. MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing

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subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

**34. GENERAL.**

a. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

b. **Brokers' Fees.** Tenant represents and warrants to Landlord that except for Tenant's Broker, if any, described and disclosed in Section 36 of this Lease), it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described and disclosed in Section 36, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

c. **Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

d. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

f. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

g. **Memorandum of Lease.** Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.

h. **Submission of Lease Form Not an Offer.** One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both of them.

i. **No Light, Air or View Easement.** Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or



**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

**j. Authority of Parties.** Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.

**k. Time.** "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

**35. EXHIBITS AND RIDERS.** The following exhibits and riders are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:

Exhibit A: Floor Plan/Outline of the Premises

Exhibit B: Legal Description of the Property

Exhibit C: Tenant Improvement Schedule

*EXHIBIT D: USE OF PREMISES*

CHECK THE BOX FOR ANY OF THE FOLLOWING THAT WILL APPLY. CAPITALIZED TERMS USED IN THE RIDERS SHALL HAVE THE MEANING GIVEN TO THEM IN THE LEASE.

- ☒ Rent Rider
- ☐ Arbitration Rider
- ☐ Letter of Credit Rider
- ☐ Guaranty of Tenant's Lease Obligations Rider
- ☒ Parking Rider
- ☒ Option to Extend Rider
- ☐ Rules and Regulations

**36. AGENCY DISCLOSURE.** At the signing of this Lease, Landlord is represented by Tim Kestell of Kiemle Hagood (insert both the name of the Broker and the Firm as licensed) (the "Landlord's Broker"); and Tenant is represented by Mike Livingston of Kiemle Hagood (insert both the name of the Broker and the Firm as licensed) (the "Tenant's Broker").

This Agency Disclosure creates an agency relationship between Landlord, Landlord's Broker (if any such person is disclosed), and any managing brokers who supervise Landlord Broker's performance (collectively the "Supervising Brokers"). In addition, this Agency Disclosure creates an agency relationship between Tenant, Tenant's Broker (if any such person is disclosed), and any managing brokers who supervise Tenant's Broker's performance (also collectively the "Supervising Brokers"). If Tenant's Broker and Landlord's Broker are different real estate licensees affiliated with the same Firm, then both Tenant and Landlord confirm their consent to that Firm and both Tenant's and Landlord's Supervising Brokers acting as dual agents. If Tenant's Broker and Landlord's Broker are the same real estate licensee who represents both parties, then both Landlord and Tenant acknowledge that the Broker, his or her Supervising Brokers, and his or her Firm are acting as dual agents and hereby consent to such dual agency. If Tenant's Broker, Landlord's Broker, their Supervising Brokers, or their Firm are dual agents,



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Landlord and Tenant consent to Tenant's Broker, Landlord's Broker and their Firm being compensated based on a percentage of the rent or as otherwise disclosed on an attached addendum. Neither Tenant's Broker, Landlord's Broker nor either of their Firms are receiving compensation from more than one party to this transaction unless otherwise disclosed on an attached addendum, in which case Landlord and Tenant consent to such compensation. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

**37. COMMISSION AGREEMENT.** If Landlord has not entered into a listing agreement (or other compensation agreement with Landlord's Broker), Landlord agrees to pay a commission to Landlord's Broker (as identified in the Agency Disclosure paragraph above) as follows:

- ☐ \$ \_\_\_\_\_  
☒ 6% of the gross rent payable pursuant to the Lease  
☐ \$ \_\_\_\_\_ per square foot of the Premises  
☐ Other \_\_\_\_\_

Landlord's Broker ☒ shall ☐ shall not (shall not if not filled in) be entitled to a commission upon the extension by Tenant of the Lease term pursuant to any right reserved to Tenant under the Lease calculated ☒ as provided above or ☐ as follows \_\_\_\_\_ (if no box is checked, as provided above). Landlord's Broker ☒ shall ☐ shall not (shall not if not filled in) be entitled to a commission upon any expansion of the Premises pursuant to any right reserved to Tenant under the Lease, calculated ☒ as provided above or ☐ as follows \_\_\_\_\_ (if no box is checked, as provided above).

Any commission shall be earned upon execution of this Lease, and paid one-half upon execution of the Lease and one-half upon occupancy of the Premises by Tenant. Landlord's Broker shall pay to Tenant's Broker (as identified in the Agency Disclosure paragraph above) the amount stated in a separate agreement between them or, if there is no agreement, \$\_\_\_\_\_ or 50% (complete only one) of any commission paid to Landlord's Broker, within five (5) days after receipt by Landlord's Broker.

If any other lease or sale is entered into between Landlord and Tenant pursuant to a right reserved to Tenant under the Lease, Landlord ☒ shall ☐ shall not (shall not if not filled in) pay an additional commission according to any commission agreement or, in the absence of one, according to the commission schedule of Landlord's Broker in effect as of the execution of this Lease. Landlord's successor shall be obligated to pay any unpaid commissions upon any transfer of this Lease and any such transfer shall not release the transferor from liability to pay such commissions.

**38. BROKER PROVISIONS.**

LANDLORD'S BROKER, TENANT'S BROKER AND THEIR FIRMS HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES, THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE, LANDLORD'S OR TENANT'S FINANCIAL STANDING, ZONING, COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS, SERVICE OR CAPACITY OF UTILITIES, OPERATING COSTS, OR HAZARDOUS MATERIALS. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.



**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

\_\_\_\_\_  
**LANDLORD:**

\_\_\_\_\_  
**TENANT:**

\_\_\_\_\_  
**LANDLORD:**

\_\_\_\_\_  
**TENANT:**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**ITS:**

\_\_\_\_\_  
**ITS:**



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STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_





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COUNTY OF \_\_\_\_\_

ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

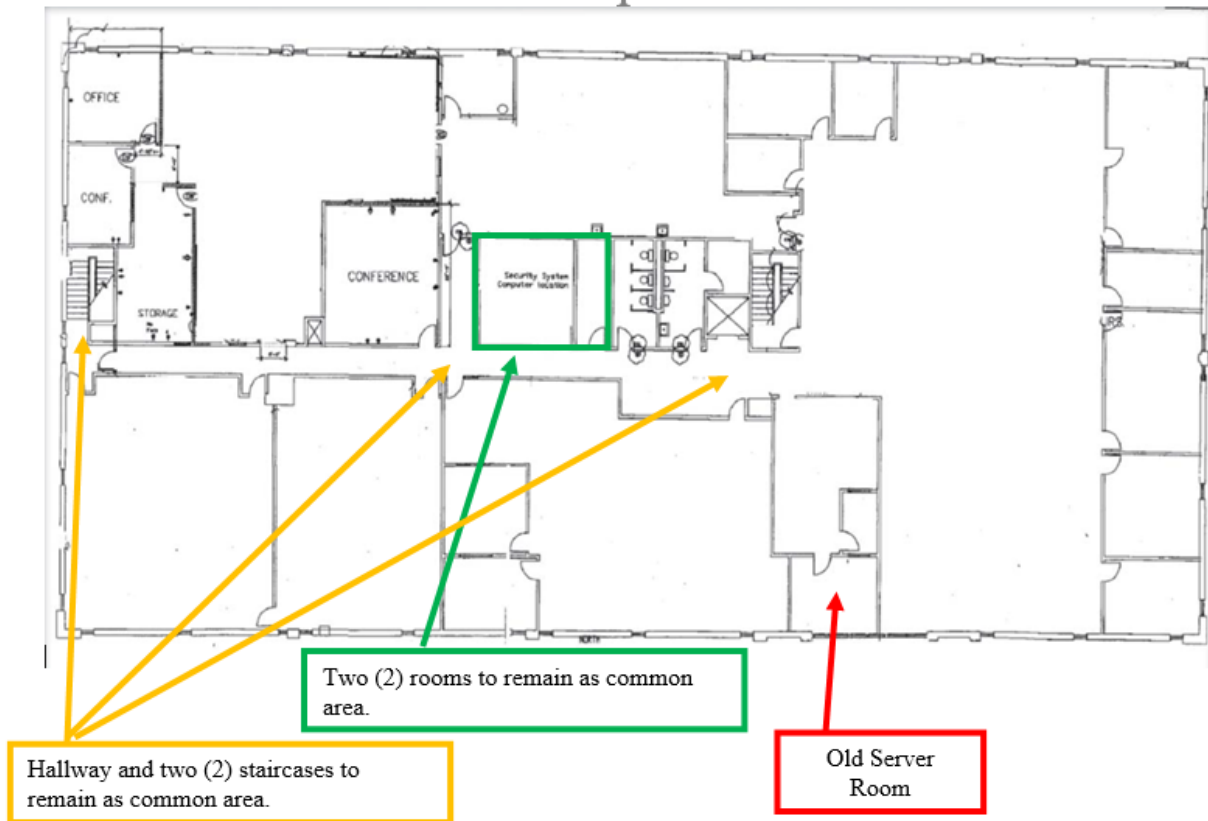


**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)

**EXHIBIT A**

[Floor Plan/Outline of the Premises]

**Floorplan**





**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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Multi-Tenant Gross Lease  
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**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)

**EXHIBIT B**

[Legal Description of the Property]

Agnew & Byers Add Ptn Of B2&3 & Vac Pacific Ave Within Da F; Beg At Ne Cor Lt 1 B3 & True Pob Th  
S102.42Ft Th W164.Ft Th S 24.Ft Th W199.47Ft Th N34deg 52Min 56Sds E306.91Ft Th E170.01 Ft Th  
S85.44Ft To Pt On Wly Ln Of Cul-De-Sac Of Arthur St Th Sl Y Alg Sd Wly Ln 46.36Ft To Pob

**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)**EXHIBIT C**

[Tenant Improvement Schedule]

**1. Tenant Improvements to be Completed by Landlord**

1. Install double door system separating common hallways and staircases from Tenant space as shown below.

**Landlord Work****2. Tenant Improvements to be Completed by Tenant**

None.

**LEASE AGREEMENT**  
(Multi-Tenant Gross Lease)  
(Continued)

**EXHIBIT D**

**EXHIBIT D (use of premises)**

**SPOKANE COLLABORATIVE SOCIAL SERVICES PILOT**  
(EnVision Center)



**Summary:**

The City of Spokane began working on a concept for a collaborative social services site, in June 2017. The project Charter was signed in February, 2018, to launch the pilot site with the intent to provide wrap around services that will create a smooth, continual, coordination of care with the providers in the community. The City initiated this project to help stop the cycle of individual deprivation and alleviate the pressure on local government and social services. Concurrent to this project, HUD launched the EnVision Center initiative. At the outset of the EnVision Center selection processes, this project was identified by City leadership as the landing spot of the EnVision designation, should the Spokane be selected.

**General Concept:**

The City of Spokane and Spokane County collaborate to provide a space, rent free for 7-10 providers to conduct critical wrap around services for at risk populations of Spokane. The City will provide IT infrastructure and general office furnishings for providers at no cost. Providers are responsible for providing personnel and necessary technological hardware for the duration of the pilot (12 – 18 mo.).

**Committed providers:**

- Spokane Housing Authority
- WorkSource
- Catholic Charities (19 W. Pacific)
- CHAS
- FBH
- Center for Justice
- The Arc of Spokane
- SOAR
- Career Path Services

**Project team current objectives:**

- Secure a lease for the necessary space on the 2<sup>nd</sup> floor of 130 S. Arthur St.
- Finalize list of firm commitments prior to HUD visit (Aug 2<sup>nd</sup>)
- Finalize MOUs for partner providers
- Start move in

**Timeline:**



**OCT 1<sup>st</sup> Launch**



**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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Parking Rider  
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Page 1 of 1

### PARKING RIDER

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This Parking Rider ("Rider") is made part of the lease agreement dated September 20, 2018 (the "Lease") between Ulupalakua Ranch, Inc. ("Landlord") and City of Spokane ("Tenant") concerning the leased space commonly known as the entire second floor less the defined equipment rooms and common area identified on Exhibit A to this lease (the "Premises"), located at the property commonly known as 130 S. Arthur (the "Property").

**1. Tenant's Parking Rights.** Tenant's right to park on the Property shall be as follows (check one):

- ☐ Tenant shall be entitled to use parking stalls on the Property or other designated parking area on a (check one) ☐ reserved ☐ unreserved (unreserved, if neither box checked) basis at the prevailing monthly rate established by Landlord from time to time. Tenant shall comply with the reasonable rules and regulations which Landlord or its parking operator may adopt from time to time for the safe and orderly operation of the parking areas.
- ☒ **Free Parking.** Tenant shall be entitled to share parking with Landlord's other tenants in the designated parking areas at no charge. Tenant shall be responsible for ensuring compliance with the terms of the Lease, this Rider, and any reasonable rules and regulations adopted by Landlord from time to time for the safe and orderly sharing of parking. *LANDLORD SHALL NOTIFY TENANT OF RESERVED PARKING STALL NUMBERS FOR TENANT'S EXCLUSIVE USE.*
- ☐ **No Parking.** The Lease does not include parking on the Property, and Tenant shall park off the Property at Tenant's own expense.

**2. "Tenant."** For purpose of this Rider only, the term "Tenant" shall include Tenant and Tenant's employees, officers, contractors, licensees, agents, and invitees, except as follows: \_\_\_\_\_.

INITIALS: LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_



**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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Rent Rider  
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### RENT RIDER

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This Rent Rider ("Rider") is a part of the lease agreement dated September 20, 2018 (the "Lease") between Ulapalakua Ranch, Inc. ("Landlord") and City of Spokane ("Tenant") concerning the space commonly known as the entire second floor less defined equipment rooms and common area identified on Exhibit A to this lease (the "Premises"), located at the property commonly known as 130 S. Arthur (the "Property").

- ☒ **1. BASE MONTHLY RENT SCHEDULE.** Tenant shall pay Landlord base monthly rent during the Lease Term according to the following schedule:

Lease Year (Stated in Years or Months)	Base Monthly Rent Amount
<u>Months 1-12</u>	<u>\$16,000</u>
<u>Months 13-24</u>	<u>\$16,320</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

- ☐ **2. ~~CONSUMER PRICE INDEX ADJUSTMENT ON BASE MONTHLY RENT.~~** ~~The base monthly rent shall be increased on the first day of the second year of the Lease and on the first day of each year of the Lease thereafter (each, an "Adjustment Date") during the term of this Lease (but not during any extension term(s) unless specifically set forth elsewhere in the Lease or another Rider attached thereto). The increase shall be determined in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographical statistical area in which the Premises is located on the basis of 1982-1984 equals 100) (the "Index"). The base monthly rent payable immediately prior to the applicable adjustment date shall be increased by the percentage that the Index published for the date nearest preceding the applicable Adjustment Date has increased over the Index published for the date nearest preceding the first day of the Lease Year from which the adjustment is being measured. Upon the calculation of each increase, Landlord shall notify Tenant of the new base monthly rent payable hereunder. Within twenty (20) days of the date of Landlord's notice, Tenant shall pay to Landlord the amount of any deficiency in Rent paid by Tenant for the period following the subject Adjustment Date, and shall thereafter pay the increased Rent until receiving the next notice of increase from Landlord. If the components of the Index are materially changed after the Commencement Date, or if the Index is discontinued during the Lease term, Landlord shall notify Tenant of a substitute published index which, in Landlord's reasonable discretion, approximates the Index, and shall use the substitute index to make subsequent adjustments in base monthly rent. In no event shall base monthly rent be decreased pursuant to this Rider.~~

INITIALS: LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_



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### OPTION TO EXTEND RIDER

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This Option to Extend Rider ("Rider") is made part of the lease agreement dated September 20, 2018 (the "Lease") between Ulapalakua Ranch, Inc. ("Landlord") and City of Spokane ("Tenant") concerning the leased space commonly known as the entire second floor less the defined equipment rooms and common area identified on Exhibit A to this lease (the "Premises"), located at the property commonly known as 130 S. Arthur (the "Property").

1. **Extension of Lease.** Provided Tenant is not in default of any provision of the Lease at the time that Tenant exercises the right to extend the Lease or at the time the new term begins, Tenant shall have three (3) (zero if not completed) successive options to extend the term of the Lease for one (1) years each. The term of the Lease shall be extended on the same terms, conditions and covenants set forth in the Lease, except that (i) the amount of the Base Rent stated in the Lease shall be adjusted as set forth below (provided, however, that Base Rent shall not be decreased); (ii) there shall be no free or abated rent periods, tenant improvement allowances or other concessions that may have been granted to Tenant at the beginning of the initial term hereof; and (iii) after exercise of Tenant's final extension term option, there shall be no further extension or renewal term options.
2. **Notice.** To extend the Lease, Tenant must deliver written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the then-current Lease term. Time is of the essence of this Rider.
3. **TENANT OPTION(S) TO RENEW SHALL BE CONTINGENT ON THE MAIN FLOOR TENANT REMAINING IN THE BUILDING AS A TENANT. LANDLORD, AT LANDLORD'S DISCRETION, MAY REJECT THE TENANT'S NOTICE FOR RENEWAL IF THE MAIN FLOOR TENANT'S OCCUPANCY IN THE BUILDING IS SCHEDULED TO EXPIRE DURING THE RENEWAL PERIOD, OR HAS ALREADY EXPIRED.**
- 3.4. **Monthly Rent.** Landlord and Tenant shall make a good faith effort to determine and agree on the fair market value of rent for the Premises for the next term of the Lease. ***EACH OPTION PERIOD SHALL INCLUDE A THREE AND ONE HALF PERCENT (3.5%) BASE RENT INCREASE.***

**a. Failure to Agree on Rent.** If Landlord and Tenant are unable to agree on the fair market rental value for the Premises within thirty (30) days after Tenant gives notice to extend, they shall then have ten (10) days to select or, appoint one real estate appraiser to determine the fair market value of rent for the Premises. All appraisers selected or appointed pursuant to this Rider shall be a Member of the American Institute of Real Estate Appraisers ("M.A.I.") with at least ten (10) years experience appraising commercial properties in the commercial leasing market in which the Premises are located, or equivalent. The appraiser appointed shall determine the fair market rental value for the Premises within twenty (20) days of appointment, which determination shall be final, conclusive, and binding upon both Landlord and Tenant, and Base Rent shall be adjusted accordingly for the new term. The appraiser's fees and expenses shall be shared equally between the parties.

**b. Failure to Appoint One Appraiser.** If Landlord and Tenant cannot mutually agree upon an appraiser, then either party may give the other party written notice that it has selected and appointed an M.A.I. appraiser, complete with the name, address, and other identifying information about the appraiser. The party receiving such notice shall then have ten (10) days to select and appoint its own M.A.I. appraiser and respond by giving written notice to the other party, complete with the name, address, and other identifying information about the appraiser. If, however, the responding party fails to select and appoint an appraiser and give notice to the other party within ten (10) days, the determination of the appraiser first appointed shall be final, conclusive and binding upon both parties, and the Base Rent shall be adjusted accordingly for the new term. The appraiser's fees and expenses shall be shared equally between the parties.

INITIALS: LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_



**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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### OPTION TO EXTEND RIDER

~~c. **Method of Determining Rent.** The appraisers appointed shall proceed to determine fair market rental value within twenty (20) days following their appointment. The conclusion shall be final, conclusive and binding upon both Landlord and Tenant. If the appraisers should fail to agree, but the difference in their conclusions as to fair market rental value is ten percent (10%) or less of the lower of the two appraisals, then the fair market rental value shall be deemed to be the average of the two, and Base Rent shall be adjusted accordingly for the new term. If the two appraisers should fail to agree on the fair market rental value, and the difference between the two appraisals exceeds ten percent (10%) of the lower of the two appraisals, then the two appraisers shall appoint a third M.A.I. qualified appraiser. If they fail to agree on a third appraiser within ten (10) days after their individual determination of the fair market rental value, either party may apply to the courts for the county in which the Premises are located, requesting the appointment of a the third M.A.I. qualified appraiser. The third appraiser shall promptly determine the fair market rental value of the Premises. The parties shall then take the average of the two appraisals that are closest in value, which shall then constitute the fair market value; shall be final, conclusive and binding upon both parties; and Base Rent shall be adjusted accordingly for the new term. Each party shall pay the fees and expenses for its own appraiser. In the event a third appraiser must be appointed, his or her fees and expenses shall be borne equally by the parties.~~

INITIALS: LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_





# Spokane City Project Charter

## Property Crimes Initiative Project Charter

<b>Project Sponsors</b>	Theresa Sanders, Mayor's Office – City Administrator Lori Kinnear, City Council Member Craig Meidl, Spokane Police Chief
<b>Project Manager</b>	Dusty Fredrickson, City Project Management Office
<b>Date Prepared</b>	08/13/2018

### Project Description:

Property crime rates are at the top of concerns for Spokane citizens, and through action taken by various Spokane City departments, property crime rates are down.

Because the factors contributing to property crimes are multi-faceted, there is an untapped opportunity to develop more comprehensive solutions to avoiding and continuing to reduce the instances of property crime through developing cross-departmental solutions that can take advantage of data and resource efficiencies.

### High-Level Requirements:

Under this charter, a workgroup consisting member from key Spokane City Departments will form for the purpose of delivering the following:

- 1) Identifying ways to enhance planned or active property crime avoidance/reduction initiatives through alignment of regional and/or cross-City departmental tools, data, subject matter expertise and/or resources
- 2) Generating a list of recommended individual or cross-departmental initiatives to implement that will result in the avoidance/reduction of misdemeanor property crime rates
- 3) Aligning with the "Property Crime Public Awareness Campaign" service provider on recommended strategies that:
  - a. Educate citizens on how they can reduce their likelihood of becoming a victim of property crime
  - b. Promote the awareness of the process City initiatives have made in reducing/avoiding property crime
- 4) Evaluate and document the root cause factors contributing to Spokane property crime rates

The recommendations generated by this workgroup will be presented to project sponsorship for prioritization and approval. Approved recommendations will be initiated under separate project charter(s) or assigned to teams as work tasks to complete.

This workgroup will not be responsible for implementing the solutions they recommend.



# Spokane City Project Charter

## Project Assumptions:

Project Team members and Subject Matter Experts will be available to participate in project activities and deliverables in conjunction with their regular day-to-day departmental responsibilities.

## Project Budget:

Aside from project team resource hours, no budget or funding is required.

## Project Timeline:

This project is expected to kick off in mid-September after the "Property Crime Public Awareness Campaign" service provider joins the City to allow sufficient onboarding and ramp-up.

This project is estimated to run for 60 days depending on availability or key project team members to complete the requirements identified above.

## Project Team:

Project Team Members	Title/Department
Justin Lundgren	Assistant Chief, Spokane Police Department
Kelly Keenan	Community Housing and Human Services
Luis Garcia	Code/Parking Enforcement
Jason Connely	Parks Department
Michelle Anderson	Police/Fire Communications Coordinator
Justin Bingham	City Prosecuting Attorney
Kathy Knox	City Public Defender
Howard Delaney	Municipal Court Administrator/ Probation Director
Dustin Bender	Solid Waste Collection

Stakeholders	Title/Department
Tracy Staab	Presiding Judge, Spokane Municipal Court

Subject Matter Experts	Title/Department
Erica Jacobo	Solid Waste Collections Continuous Improvement
Ariane Schmidt	Regional Project Manager
Maggie Yates	Regional Criminal Justice Coordinator

## Approvals

Co-Sponsor Signature: 

Co-Sponsor Name: Theresa Sanders, Mayor's Office – City Administrator

Date: 9/18/2018



# Spokane City Project Charter

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Co-Sponsor Signature: \_\_\_\_\_

*Lori Kinnear*

Co-Sponsor Name: **Lori Kinnear, City Council Member**

Date: \_\_\_\_\_

*9/18/2018*

Co-Sponsor Signature: \_\_\_\_\_

*Craig Meidl*

Co-Sponsor Name: **Craig Meidl, Spokane Police Chief**

Date: \_\_\_\_\_

*9/18/2018*

Project Manager Signature: \_\_\_\_\_

*Dusty Fredrickson*

Project Manager Name: **Dusty Fredrickson, City Project Management Office (PMO)**

Date: \_\_\_\_\_

*9/18/2018*

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police Department
<b>Subject:</b>	Frontier Behavioral Health Contract
<b>Date:</b>	September 19, 2018
<b>Contact (email &amp; phone):</b>	Jacqui MacConnell 625-4109
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Fulfill Trueblood grant commitments
<b>Background/History:</b> Frontier Behavioral Health has been awarded a grant to form Trueblood teams in the Spokane area consisting of ECIT/CIT trained law enforcement officers and behavioral health clinicians who work side by side to identify individuals exhibiting signs and symptoms of behavioral health issues and to provide them with counseling and care coordination services.  The City of Spokane has agreed to provide funding to support the Trueblood collaboration between FBH and SPD in the amount of \$47,171 for the 18-month contract period to fund the indirect costs above the 10% limit in the Trueblood grant. These funds will be used to enhance and support the grant and serve the goal of this partnership to decrease the use of force on individuals contacted by police who are exhibiting signs and symptoms of behavioral health crisis and directing these individuals to community resources, and diverting such individuals out of the criminal justice system and into systems and programs better designed to treat class members' needs.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The purpose of this contract is to solidify the commitment of the City of Spokane to work together with Frontier Behavioral Health by committing City funds that will supplement the financial needs of the project as well as by committing law enforcement officers to participate in the community diversion teams.</li> <li>The City committed \$47,171 from non-departmental funds to fund Frontier Behavioral Health costs above the 10% limit in the Trueblood grant.</li> <li>The term of the agreement is for 18 months, ending December 31, 2019.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Proposed SBO Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: None	



**City of Spokane**

**Title: CONTRACT BETWEEN THE CITY OF SPOKANE AND FRONTIER BEHAVIORAL HEALTH TO PROVIDE \$47,171 IN FUNDING SUPPORT TO SUPPLEMENT FBH INDIRECT COSTS RELATED TO THE ADMINISTRATION OF THE TRUEBLOOD GRANT**

THIS CONTRACT is between the CITY OF SPOKANE ("City") whose address is 808 W. Spokane Falls Blvd, Spokane, Washington, 99201 and FRONTIER BEHAVIORAL HEALTH ("FBH"), whose address is 107 S. Division St, Spokane, WA 99202, concerning funding for the TRUEBLOOD JAIL DIVERSION GRANT ("Grant") partnership with the SPOKANE POLICE DEPARTMENT ("SPD").

WHEREAS, Frontier Behavioral Health has had a long-standing collaborative relationship with the Spokane Police Department through a 17 year partnership in the development and provision of evidence-based Crisis Intervention Team (CIT) training; and

WHEREAS, Trueblood class members are individuals with mental health, substance abuse conditions, intellectual or developmental disabilities, traumatic brain injuries or other cognitive impairments and who have a history of waiting in jail for either court ordered in jail evaluation of competency to stand trial or court ordered admission for inpatient evaluation or restoration services and may be charged with misdemeanors or felonies; and

WHEREAS, Frontier Behavioral Health has been awarded a grant to form Trueblood teams in the Spokane area consisting of ECIT/CIT trained law enforcement officers and behavioral health clinicians who work side by side to identify individuals exhibiting signs and symptoms of behavioral health issues and to provide them with counseling and care coordination services; and

WHEREAS, the City of Spokane has agreed to provide funding to support the Trueblood collaboration between FBH and SPD in the amount of \$47,171 for the 18-month contract period to fund the indirect costs above the 10% limit in the Trueblood contract to include Finance, Accounting, Compliance, Facilities, Computer Services, Human Resources, Office Support management, Office Services, and Administration; and

WHEREAS, funding from the City to enhance and support the grant serves the goal of this partnership to decrease the use of force on individuals contacted by police who are exhibiting signs and symptoms of behavioral health crisis and directing these individuals to community resources, and diverting such individuals out of the criminal justice system and into systems and programs better designed to treat class members' needs.

The Parties agree to a collaboration referred to as the "Trueblood Project" with the following parameters:

## I. OVERVIEW OF THE TRUEBLOOD PROJECT

As the recipient of a Trueblood grant, Frontier Behavioral Health provides Trueblood class members and other individuals exhibiting behavioral health concerns (including co-occurring disorders) with diversion services within their community to reduce/eliminate future incarcerations. To meet the goals of the grant, Trueblood diversion teams comprised of a mental health clinician and a law enforcement officer serve Trueblood class members (those currently in jail awaiting competency evaluation; those at Eastern State Hospital (ESH) receiving competency restoration; individuals released on their own recognizance and are awaiting a competency evaluation in the community) and others who may could benefit from diversion services to avoid incarceration.

Trueblood Community Diversion teams proactively identify, locate and provide crisis intervention, case management, risk assessments, and supportive services to divert class members from jail to prevent deeper involvement and recidivism in the criminal justice system. Daily, weekly, or multiple contacts in a day are provided in the least restrictive environment within Trueblood class members' community. Diversion team members are trained in motivational Interviewing, an evidenced-based practice that is goal oriented and person centered. Team members are experts in community resources related to housing, employment, mental health and substance use inpatient/outpatient treatment, medication management, primary/dental care, transportation, and other resources.

Diversion teams are responsive to the needs of class members in times of crisis and, more importantly, have the capacity to work 'upstream' and provide proactive contact and intervention on a routine basis. This approach shifts our community focus from assisting individuals once they have been arrested to proactively preventing incarceration. The benefits to these individuals and the community is significant.

The total cost for FBH to operate the Trueblood Grant Diversion Program is \$694,738, with \$585,970 applied to direct costs, including staff, professional services, and supplies.

## II. PURPOSE OF AGREEMENT.

The purpose of this contract is to solidify the commitment of the City of Spokane to work together with Frontier Behavioral Health by committing City funds that will supplement the financial needs of the project as well as by committing law enforcement officers to participate in the community diversion teams, thereby providing the opportunity for optimal intervention and redirection of Trueblood class members and others to community services and resources.

## III. TERM OF AGREEMENT.

This Agreement takes effect June 28, 2018 and shall continue for the duration of the Grant, until December 31, 2019.

#### IV. STATEMENT OF WORK

##### A. Frontier Behavioral Health

FBH shall carry out the provisions of this contract by providing mental health professionals to ride-along with police officers in the form of teams that would be available Monday through Friday, between the hours of 8 a.m. to 10 p.m.

##### B. Spokane Police Department

SPD agrees to commit to the goals and objectives of the Trueblood Diversionary Grant and to work with the behavioral health clinicians toward diverting such individuals out of the criminal justice system and coordinating services that will more effectively treat the needs of the class member. SPD shall make an equivalent number of officers available to participate as community diversion team members and to ride with the mental health professional for the entire duration of the grant. SPD shall provide for the safety and ongoing training of behavioral health clinicians with whom its officers will work.

Detailed responsibilities with respect to field operations between SPD and FBH are set forth in the MOU dated July 9, 2018, OPR 2018-0430.

#### V. COMPENSATION

The City shall provide funding to support the Trueblood collaboration between FBH and SPD in the amount of \$47,171 for the 18-month contract period. This contribution from the City shall go to fund FBH's indirect costs above the 10% limit in the Trueblood contract, and shall pay for services related to finance, accounting, compliance, facilities, computer services, human resources, office support management, office services, and administration. FBH shall obtain payment by sending quarterly invoices to SPD.

#### VI. INDEMNIFICATION

The City and SPD shall defend, indemnify and hold harmless FBH, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the SPD or the City, its officers, employees and agents in connection with this MOU, except to the extent of the negligence of FBH, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by SPD solely on behalf of FBH, its officers, employees and agents, FBH shall defend, indemnify and hold harmless SPD and the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

FBH shall defend, indemnify and hold harmless the City and SPD, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of FBH, its officers, employees and agents in connection with this MOU, except to the extent of the negligence of SPD or the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by FBH solely on behalf of SPD or the City, its officers, employees and agents, the City and SPD shall defend, indemnify and hold harmless FBH from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

## VII. PRIVACY

Personal information including, but not limited to, "Protected Health Information" that is collected, used or acquired in connection with the Trueblood grant shall be protected against unauthorized use, disclosure, modification or loss. The parties shall ensure that their agents and employees use personal information solely for the purpose of accomplishing the purposes set forth herein. Statements made by Trueblood class members, including confidential information exchanged with the behavioral health clinician, are considered privileged communications and shall not be included in police reports.

## VIII. RECORDS MAINTENANCE

During the term of this Contract and for six years thereafter, FBH shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review or audit by authorized personnel of the Office of the State Auditor and federal officials as authorized by law. All books, records, documents and other material relevant to this Contract will be retained for six years after expiration. The Office of the State Auditor, federal auditors and any duly authorize representatives shall have full access and the right to examine any of these materials direction this period.

## IX. AGREEMENT MODIFICATION.

This Agreement may be amended or modified by mutual agreement of the Parties. Such amendments shall not be binding unless they are in the same formality of this Agreement; in writing and signed by personnel authorized to bind each of the Parties.



X. ALL WRITINGS CONTAINED HEREIN.

This Agreement is merged and fully integrated, it contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior memos, emails and other writings on this matter are null and void.

MAYOR OF SPOKANE

  
\_\_\_\_\_  
David A. Condon


9/18/18  
\_\_\_\_\_  
Date

SPOKANE POLICE DEPARTMENT

  
\_\_\_\_\_  
Craig N. Meidl  
Chief of Police

9/8/18  
\_\_\_\_\_  
Date

FRONTIER BEHAVIORAL HEALTH

  
\_\_\_\_\_  
Jeff Thomas, Ed.D.  
Chief Executive Officer

8/28/18  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Ormsby  
City Attorney

9-17-18  
\_\_\_\_\_  
Date

## Briefing Paper

### Public Safety

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Federal Civil Immigration Enforcement on City Property
<b>Date:</b>	October 1, 2018
<b>Contact (email &amp; phone):</b>	509-625-6269 amcdaniel@spokanecity.org
<b>City Council Sponsor:</b>	Breean Beggs/Ben Stuckart
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Public Safety; Finance & Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<a href="#">Fourth Amendment to the United States Constitution</a> <a href="#">Tenth Amendment to the United States Constitution</a> <a href="#">8 C.F.R. § 287.8(f)(2)</a> <a href="#">8 U.S.C. § 1226</a> <a href="#">8 U.S.C. § 1231</a> <a href="#">8 U.S.C. § 1324</a> <a href="#">8 U.S.C. § 1357</a> <a href="#">8 U.S.C. § 1373</a> <a href="#">Article XI, Section 10 of the Washington State Constitution</a> <a href="#">Executive Order 17-01 Office of the Governor, State of Washington</a> <a href="#">Guidance Concerning Immigration Enforcement from the Washington State Office of the Attorney General</a> <a href="#">RCW 35.22.280 – Specific Powers Enumerated</a> <a href="#">RCW 35.22.195 – Powers of Cities Adopting Charters</a> <a href="#">Spokane Municipal Code 18.01. – Law Against Discrimination</a> <a href="#">Spokane Municipal Code 18.07.010 – Bias-Free Policing</a> <a href="#">Spokane Municipal Code 18.07.020 – Immigration Status Information</a> <a href="#">Spokane City Charter Section 3: Powers, Rights and Liabilities</a> <a href="#">Spokane Police Policy 428 – Immigration Violations</a> OPR 1994-0890 – Greyhound Line Lease with City of Spokane OPR 1994-0837 – Amtrak Lease with City of Spokane OPR 2017-0299 – Parking Meter Revenue Fund Lease with City of Spokane OPR 2016-0282 – Spokane Regional Transportation Management Center Lease with City of Spokane OPR 2016-0570 – Contract with Goodale & Barbieri Company for property management services at the Spokane Intermodal Facility <a href="#">#Spokind</a> – City of Spokane Mayor’s Initiative
<b>Strategic Initiative:</b>	Our Most Vulnerable; Transportation Choices
<b>Deadline:</b>	Will file for final reading on October 22, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	N/A
<b>Background/History:</b>	
The City of Spokane owns the property at 221 West 1 <sup>st</sup> Avenue known as the Spokane Intermodal Facility.	



Figure 1 Photo from Wikipedia

This facility houses the Spokane Police Department's Downtown Precinct, National Railroad Passenger Corporation ([Amtrak](#)), [Greyhound Lines Inc.](#) (including Northwest Stage Lines/[Northwestern Trailways](#)), [Spokane Regional Transportation Management Center](#)<sup>1</sup>, City of Spokane Parking Services, and other sublease holders. This city property is currently managed by the [Goodale & Barbieri Company](#). Space is currently available for lease at the facility.

Since the start of 2013, U.S. Customs and Border Patrol (CBP) agents have apprehended an estimated 200 people at the Spokane Intermodal Facility (Sokol, Protesters decry Border Patrol activity at Spokane Intermodal Center, 2018) through what the agency claims as "routine immigration check operations of *all* passengers at the terminal" (U.S. Customs and Border Protection, 2018). CBP took 34 people into custody in 2017 during immigration enforcement operations at the Spokane Intermodal Facility (Hanrahan, 2018). The federal civil immigration enforcement operations taking place at the Spokane Intermodal Facility lack judicial warrants.

A coalition of community organizations and advocates including World Relief Spokane, Hispanic, Business Professional Association, Center for Justice, Spokane NAACP, Spokane Immigrant Rights Coalition, and the ACLU of Washington have requested the City of Spokane review and enact policies that ensure people living or visiting Spokane don't have to travel in fear of interrogation by federal immigration authorities.<sup>2</sup>

Most apprehensions and detainments from the "routine immigration checks" by CBP at the Spokane Intermodal Facility take place on Greyhound buses parked on the City-owned bus platform awaiting departure from the facility. The bus platform is a restricted area of the facility. Individuals who are detained are interrogated in an "Employee Area" inaccessible to the public. CBP agents also utilize this locked area while waiting for the bus to arrive.<sup>3</sup>

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<sup>1</sup> Spokane Regional Transportation Council (SRTC) is no longer in the Spokane Intermodal Facility. The computer control system remains in a small portion of the third floor.

<sup>2</sup> Letter to Mayor David Condon & Spokane City Council, September 21, 2018

<sup>3</sup> David Brookbank, August 4, 2018



Figure 2 Photo by David Brookbank

The typical Seattle or west-bound Greyhound bus departs the Spokane Intermodal Facility at 8:45 a.m., 11:35 a.m., and 6:35 p.m. The first stop of the west-bound Greyhound is in Adams County followed by a stop in Grant County. Both Adams and Grant Counties have significant Hispanic populations.<sup>4</sup> The typical south-bound Greyhound bus departs at 11:35 a.m. with a first stop in Pasco, a city with a majority Hispanic population.<sup>5</sup> The Spokane Intermodal Facility serves as a major stop for most Greyhound buses originating in the Northwest.<sup>6</sup>



Figure 3 Photo by Jennyfer Mesa

<sup>4</sup> Adams County 66%; Grant County 42% - OFM

<sup>5</sup> 2010 United States Census

<sup>6</sup> For example: A bus departing Portland Oregon will make stops in Pasco and in Spokane.

Although Greyhound has repeatedly stated that they do not support these operations by CBP (and “is not happy about them”), the company contends that they are obligated to consent to the operations until Congress or the courts clarify federal law. The American Civil Liberties Union (ACLU) disagrees with Greyhound’s position. In a letter to Greyhound in March of 2018, the ACLU wrote, “Greyhound has a Fourth Amendment right to deny CBP permission to board and search its buses without a judicial warrant.”<sup>7</sup> Greyhound, in a letter to Spokane City Council President Ben Stuckart dated June 26, 2018, stated “The City of Spokane – as the owner and controller of the property – has the authority and under your reasoning the responsibility to prevent CBP from coming onto the property...”<sup>8</sup>

Witnesses to CBP’s warrantless civil immigration enforcement operations at the Spokane Intermodal Facility have provided conflicting accounts about the nature of these operations. According to one witness, CBP agents “only spent time questioning individuals that had darker skin or had an accent.”<sup>9</sup> A local Spokane County Public Defender witnessed foreign exchange students “harassed” for not carrying identification.<sup>10</sup> CBP immigration enforcement activities based on race or ethnicity are a clear violation of Department of Homeland Security policy.<sup>11</sup> Department of Homeland Security policy explicitly states law enforcement officers must rely on “specific and trustworthy information to make law enforcement decisions” (U.S. Customs and Border Protection, n.d.).

Although the Border Patrol activity away from the border has risen under the Trump Administration (Nixon, 2018), the actual number of apprehensions in the Spokane sector has gone down (Hanrahan, 2018). City of Spokane staff<sup>12</sup> learned in a meeting with CBP Spokane sector leadership on May of 2018 that CBP would be increasing their presence in Spokane by adding 30 additional agents. The increase in CBP agents in the Spokane station comes at the same time the agency is substantially reducing operational U.S. – Canada border crossing hours in Danville and Metaline Falls (Deshais, Hours to be curtailed at Danville, Metaline Falls border crossings, 2015).

The City of Spokane recently ended plans to establish an integrated social services center at the Spokane Intermodal Facility due to concerns over increased CBP presence at the facility. Members of the Spokane City Council determined that federal civil immigration enforcement operations in the facility would have a detrimental impact on the City’s ability to offer equal access to critical social services (Walters, 2018).

The inability to utilize the Spokane Intermodal Facility for critical city services is leading to a significant financial impact for taxpayers. The City is currently looking to lease a property for the integrated service center at an estimated annual cost of \$250,000 to taxpayers.<sup>13</sup> Other community organizations have refused to consider leasing the facility due to these immigration enforcement operations. Community members are actively encouraging residents, particularly Latino residents, to avoid the Intermodal Center (Walters, 2018).

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<sup>7</sup> ACLU Letter Re: Immigration Raids on Greyhound Buses

<sup>8</sup> Greyhound Letter Re: Greyhound’s compliance with Spokane’s Human Rights law, June 26, 2018

<sup>9</sup> Ava Sharifi statement to Spokane City Council, March 25, 2018.

<sup>10</sup> Letter from Christopher A. Mellon, June 3, 2018

<sup>11</sup> Secretary Napolitano Memorandum for Component Heads, April 26, 2013.

<sup>12</sup> Mike Ormsby (City Attorney), Dawn Kinder (Neighborhood & Business Services), Kelley Keenan (Community, Housing, & Human Services), Alex Reynolds (Integrated Social Service Project Manager), Brian McClatchey (City Council), Adam McDaniel (City Council), & Jake Fraley (City Council)

<sup>13</sup> Kelly Keenan, Director of Community, Housing, & Human Services





Figure 4 Intermodal Facility access to Amtrak

**Federal law requires Department of Homeland Security employees involved in immigration enforcement operations to have a warrant or consent of the building owner to enter non-public areas of facilities<sup>14</sup>.**

The Spokane Intermodal Facility has several restricted areas inaccessible to the general public including the Greyhound ticket offices and bus platform, Amtrak platform, and the Spokane Police Department Downtown Precinct office. The entire third floor of the facility requires elevator keycard access. Ashley Loveless, Commercial Property Manager for Goodale & Barbieri, calls the building “a conduit for commercial enterprise (paying customers of Greyhound and Amtrak).” In fact, protestors at the Spokane Intermodal Facility were recently prohibited from using drinking fountains and bathrooms because they were not paying customers.<sup>15</sup> Greyhound employees prohibited Spokane citizens from the Spokane Intermodal Facility for handing out information regarding the legal rights of individuals travelling by bus and train.<sup>16</sup> This indicates that both the property manager for the Spokane Intermodal Facility, Spokane Police Department and Greyhound employees assume most of the Spokane Intermodal Facility to be a non-public area. Therefore, immigration officers require consent of the building owner (or “person in control”) or a judicial warrant to conduct federal civil immigration operations in non-public areas of the Spokane Intermodal Facility.

#### Executive Summary:

This ordinance:

- States the intention of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all persons under the U.S. Constitution in accordance with all state and federal laws.
- Requires that City of Spokane employees and agents of the City of Spokane require a judicial warrant (per 8 C.F.R. § 287.8(f)(2)) prior to *any* agency or individual conducting federal civil immigration enforcement operations in non-public/restricted areas of City of Spokane property.

<sup>14</sup> 8 C.F.R. § 287.8(f)(2)

<sup>15</sup> Email from Kevin King, August 23, 2018

<sup>16</sup> Email from Doug Huigen, September 6, 2018; Email from Nicole Herrera, September 12, 2018

- Establishes the Mayor as the only official that can grant access/consent to an agency or individual for the purposes of conducting federal civil immigration enforcement operations in non-public/restricted areas of the City of Spokane property.
- Establishes the authority of the Spokane City Council to designate portions of City of Spokane property as non-public/restricted areas for purposes of employee and resident safety, inaccessibility, security of City of Spokane assets, and for the implementation of Chapter 12.05 (General City Property).

**Budget Impact:**

TOTAL COST: NONE

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

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

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

**Operations Impact:**

Consistent with current operations/policy? ☐ Yes ☒ No ☐ N/A

Requires change in current operations/policy? ☒ Yes ☐ No ☐ N/A

Specify changes required: Known challenges/barriers: None

## Resources

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Ordinance No. C-\_\_\_\_\_

AN ORDINANCE relating to federal civil immigration enforcement in nonpublic areas of City of Spokane property; amending section 12.05.005; adopting new sections 12.05.050, 12.05.060, and 12.05.070 to chapter 12.05 of the Spokane Municipal Code.

**WHEREAS**, the Fourth Amendment to the United States Constitution states The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized; and

**WHEREAS**, the Tenth Amendment to the United States Constitution provides that the powers that are not delegated expressly or by implication to the United States, or prohibited to the States, are reserved to the States, respectively, or to the people, and has been interpreted by the United States Supreme Court to preclude the Federal government from compelling or commandeering any State or local government, either directly or by the use of coercive threats to withhold federal funding, to adopt federal programs or enforce federal laws, including immigration laws; and

**WHEREAS**, 8 C.F.R. § 287.8(f)(2) states: *“An immigration officer may not enter into the non-public areas of a business, a residence including the curtilage of such residence, or a farm or other outdoor agricultural operation, except as provided in section 287(a)(3) of the Act, for the purpose of questioning the occupants or employees concerning their right to be or remain in the United States unless the officer has either a warrant or the consent of the owner or other person in control of the site to be inspected. When consent to enter is given, the immigration officer must note on the officer's report that consent was given and, if possible, by whom consent was given. If the immigration officer is denied access to conduct a site inspection, a warrant may be obtained”*; and

**WHEREAS**, the Washington State Office of the Attorney General's Guidance Concerning Immigration Enforcement states: *“Local governments and private organization should adopt a policy that addresses when federal immigration authorities will be permitted to access non-public areas”*; and

**WHEREAS**, RCW 35.22.280 reads: *“Any city of the first class shall have power to make all regulations necessary for the preservation of public morality, health, peace, and good order within its limits”*; and

**WHEREAS**, Section 3 of the Spokane City Charter states: *“the City shall have perpetual succession; shall have and exercise all powers, functions, rights, and*

*privileges now or hereafter given or granted to, and shall be subject to all the duties, obligations, liabilities, and limitations now or hereafter imposed upon, municipal corporations of the first class, by the constitution and laws of the State of Washington; and shall have and exercise all other powers, functions, rights and privileges usually exercised by, or which are incidental to, or inhere in, municipal corporations of like character and degree”; and*

**WHEREAS**, Spokane’s Comprehensive Plan Capital Facilities and Utilities Chapter calls for Joint Use of Public Sites to encourage maximum flexibility, utility, and multiple-uses as cost-effective opportunities to single-use buildings and sites; and

**WHEREAS**, Spokane Municipal Code 18.01.020B states: *“It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing, and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing, and public accommodations”; and*

**WHEREAS**, Spokane Municipal Code 18.07.010 states *“the Spokane Police Department, its officers, employees, and all officers commissioned under the Spokane Police Department are prohibited from engaging in profiling as defined as relying on “actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual’s behavior or other information or circumstances that links a person or persons to suspected unlawful activity”; and*

**WHEREAS**, Spokane Municipal Code 18.07.020 states *“Unless required by law or court order, no officer, agent, or employee of the City of Spokane shall inquire into the immigration or citizenship status of any person, or engage in activities designed to ascertain the immigration status of any person”; and*

**WHEREAS**, Spokane Police Department Policy 428.1 states: *“Officers shall not contact, question, delay, detain or arrest an individual because s/he is suspected of violating immigration laws. Officers should not attempt to determine the immigration status of crime victims and witnesses or take enforcement action against them due to that immigration status. Undocumented presence, in and of itself, is not a criminal violation”; and*

**WHEREAS**, Spokane Police Department Policy 428.2 states: *“a request from Department of Homeland Security (DHS) does not provide legal basis to stop or detain an individual, or to prolong the detention of an individual. Officers must have an*

*independent legal basis to stop or detain any individual. It is the policy of the [Spokane Police Department] that we do not ask about immigration status unless it is directly related to the crime being investigated”; and*

**WHEREAS**, Spokane Police Department Policy 428.3.1 states: *“Unless immigration status is relevant to another criminal offense or investigation, the fact that an individual is suspected of being an undocumented alien shall not be the basis for contact, detention or arrest”*; and

**WHEREAS**, the City of Spokane strives to be a community of kindness, embracing all visitors no matter where they come from, how they worship, or who they love; and

**WHEREAS**, the City of Spokane believes that all residents and visitors are worth dignity, compassion, and respect; and

**WHEREAS**, this ordinance complies with the U.S. Department of Justice Office of Justice Programs local government certification requirements; and

**WHEREAS**, this ordinance is consistent with federal laws regarding communications between local jurisdictions and federal immigration authorities, including but not limited to United States Code Title 8, Section 1373;

**Now, Therefore, the City of Spokane does ordain:**

Section 1. That section 12.05.005 of chapter 12.05 of the Spokane Municipal Code is amended to read as follows:

#### **Section 12.05.005 Definitions**

- A. “Agent” means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.
- B. “Employee” means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- C. “Federal civil immigration enforcement operations” means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:
  - 1. Civil immigration detention;
  - 2. Removal proceedings; and

### 3. Removal from the United States

- D. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.
- E. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires special permission, or a ticket, for admittance by an individual, or a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.
- F. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.
- G. "United States Customs and Border Protection" means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.
- H. "United States Immigration and Customs Enforcement" means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.
- I. "U.S. Green Building Council" is an organization serving as the nation's foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 2. That there is adopted a new section 12.05.050 to chapter 12.05 of the Spokane Municipal Code to read as follows:

#### **12.05.050 Federal Civil Immigration Enforcement Operations on City Property**

- A. It is the intent of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all people under the United States Constitution and in accordance with all state and federal laws.
- B. For the purpose of executing federal civil immigration enforcement operations unless otherwise required by state or federal law, City of Spokane employees or agents of the City of Spokane, shall not permit United States Immigration and

Customs Enforcement, United States Customs and Border Protection, United States Citizenship and Immigration Services officers, agents, representatives, or any other organization, agency, or individual access to nonpublic areas of City of Spokane owned or operated facilities, property, equipment, vehicles, nonpublic databases, or nonpublic portions of otherwise public databases absent a judicial criminal warrant specifying the information or persons sought.

- C. Permission to access any city facility, property, equipment, vehicles, or nonpublic database without a judicial criminal warrant for the purpose of executing federal civil immigration enforcement operations shall only be provided with the express, written approval of the Mayor.
- D. Any warrantless attempts or requests for access to City facilities, property, equipment or nonpublic databases for the purpose of executing federal civil immigration enforcement operations shall be immediately sent to the Mayor or the designee responsible for the operation of the facility, property, vehicle, database or equipment.

Section 3. That there is adopted a new section 12.05.060 to chapter 12.05 of the Spokane Municipal Code to read as follows:

**12.05.060 Designating Non-Public Areas of City Properties**

A. The City Council may designate by resolution areas of City facilities to be non-public or restricted areas due to employee and resident safety concerns, inaccessibility, city asset security, and for purposes of complying with this chapter.

B. Nothing in this section precludes the Director of Asset Management from designating areas of City facilities to be non-public or restricted areas without approval of the City Council.

Section 4. That there is adopted a new section 12.05.070 to chapter 12.05 of the Spokane Municipal Code to read as follows:

**12.05.070 Severability**

If any court of law determines that any particular provision of this chapter is void or of no legal effect, the offending provision(s) shall be deemed struck from this chapter and the remainder of the chapter shall continue unaffected.

Section 5. Pursuant to section 19 of the City Charter, this ordinance shall be effective immediately upon passage.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date